



United States Department of the Interior
National Business Center
Aviation Management
4405 Lear Court
Anchorage, AK 99502



Greetings Prospective Offerors

Solicitation No. D12PS00017: Exclusive Use – Smokejumper Fixed-Wing Flight Services to Support the Department of Interior Bureau of Land Management in Alaska.

The attached Request for Proposals (RFP) is to acquire fully Contractor operated and maintained flight services consisting of fixed, high-wing, multi-engine aircraft and associated equipment that will be used as directed by various bureaus of the Department of the Interior for their use in support as specified in the solicitation. The services of the RFP are being acquired under the authority of Federal Acquisition Regulations (FAR), Part 12, Acquisition of Commercial Items and FAR Subpart 15 Negotiated Acquisitions. The contents of the solicitation are as described in the Table of Contents.

☺☺☺ SPECIAL NOTICE

I would like to direct your attention to the information included in this letter. It is intended to assist you in preparing your offer and to identify items that may affect the offer you submit in response to this requirement.

BACKGROUND –

The requirement of this solicitation is to obtain exclusive use aircraft flight services. Two (2) aircrafts will be used for transporting and dropping smokejumpers, transporting and dropping paracargo, reconnaissance, testing of parachutes and other aerial equipment, transportation of personnel and/or cargo in support of fire suppression activities, search and rescue, natural resource missions, and other administrative and related resource activities as directed by the Government.

If your offer is selected for award, your prices will remain in effect for the first year of the contract as well as subsequent option years if option years are included and exercised. No adjustments to prices will be made except as otherwise permitted in the solicitation specifications. Renewal of the contract(s) is at the option of the Government and this should be given careful consideration when considering costs that may impact operation of your aircraft over the contract period.

Section D, 52.212-1, Instructions to Offerors and Evaluation, discusses what you should do to submit a proposal and how we will evaluate the proposals received. Prior to submission of your proposal, please check to see that you have included all the information requested. Failure to include the information identified may adversely effect the evaluation of your proposal.

Proposals are due by 10:00 AM, March 29th 2012. Proposals received after this time and date would be subject to the conditions of D2.5, Late Submissions, Modifications, Revisions, and Withdrawals of Offers.

You are urged to carefully read the solicitation in its entirety, as the solicitation does include new and/or updated provisions and clauses. Some items worthy of your attention and that could affect the proposal you submit, are:

- No Government fixed flight rates are used –offeror will submit pricing for both the availability and flight rates
- Two VHF-AM panel mounted radios (B7.3.2)
- One Automated Flight Following (AFF) system (B7.3.5)
- GPS requirements (B7.4.1)
- Offer contents to be submitted (D4)
- Successful offeror must be registered in the Central Contract Registration (CCR) in order for an award to be made (D7)
- Section E – Offeror may complete representations and certifications by an annual electronic submission.

If after reading the solicitation, you find you have questions, please submit your questions in writing they will be researched and answered via an amendment to the solicitation. Questions will be accepted until 4:00 pm March 14, 2012, and answers will be posted by close of business March 19, 2012.

Thank you

V. Michele Waters

V. Michele Waters, Contract Specialist
907-271-5021

Michele_Watersr@nbc.gov

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 0040025763		PAGE OF 1 73	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER D12PS00017	
						6. SOLICITATION ISSUE DATE 03/08/2012	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME V. Michele Waters			b. TELEPHONE NUMBER (No collect calls) 907-271-5021		8. OFFER DUE DATE/LOCAL TIME 03/29/2012 1000 AD
9. ISSUED BY		CODE D44		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR:			
DOI, National Business Center, AQD Division 4/Branch 1A 4405 Lear Court Anchorage AK 99502				<input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> 8(A) NAICS: 481211 SIZE STANDARD: 1,500			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO		CODE 0008351494		16. ADMINISTERED BY			
DOI AVIATION MGMT DIRECTORATE 4405 Lear Court Anchorage AK 99502-1032				DOI, National Business Center, AQD Division 4/Branch 1 4405 Lear Ct Anchorage AK 99502			
17a. CONTRACTOR/ OFFEROR		CODE		18a. PAYMENT WILL BE MADE BY		CODE	
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	BLM Alaska Fire SmokeJumper New Contract CO=WATERS Period of Performance: 04/23/2012 to 04/22/2013 ITEM 0001 - BLM Alaska Smokejumper - CASA 212-200/300 OR EQUIVALENT. SEE PRICE SCHEDULE ITEM 0001 - BLM Alaska Smokejumper - CASA 212-200/300 OR EQUIVALENT. SEE PRICE SCHEDULE Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)	
						V. Michele Waters	
30c. DATE SIGNED				31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00020	<p>Period of Performance: 05/07/2012 to 08/05/2012</p> <p>ITEM 0002 - BLM Alaska Smokejumper DORNIER 228 OR EQUIVALENT SEE PRICE SCHEDULE</p> <p>ITEM 0002 - BLM Alaska Smokejumper DORNIER 228 OR EQUIVALENT SEE PRICE SCHEDULE</p> <p>Period of Performance: 05/23/2012 to 08/20/2012</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

SECTION A - REQUIREMENTS AND PRICES

TABLE OF CONTENTS

SECTION A – REQUIREMENTS AND PRICES.....	5
CONTRACT ACRONYMS.....	5
SCHEDULE OF SUPPLIES/SERVICES.....	6
A1. ITEM 1	6
A2 ITEM 0001 PRICING.....	8
A2 ITEM 0002 PRICING.....	10
SECTION B – TECHNICAL SPECIFICATIONS.....	13
GENERAL REQUIREMENTS.....	13
B1 SCOPE OF CONTRACT	13
B2 CERTIFICATION	13
B3 ORDER OF PRECEDENCE - SPECIFICATIONS	13
B4 CONTRACTS	13
EQUIPMENT REQUIREMENTS.....	14
B5 CONDITION OF EQUIPMENT	14
B6 AIRCRAFT EQUIPMENT REQUIREMENTS	14
B7 AVIONICS REQUIREMENTS	15
PERSONNEL REQUIREMENTS.....	19
B8 PILOT REQUIREMENTS AND AUTHORITY	19
B9 PILOT QUALIFICATIONS.....	19
B10 RESERVED.....	21
B11 PERSONNEL DUTY LIMITATIONS	21
B12 FLIGHT CREWMEMBERS DUTY AND FLIGHT LIMITATIONS	21
B13 MECHANIC REQUIREMENT	21
B14 MECHANIC QUALIFICATIONS	22
B15 MECHANIC DUTY LIMITATIONS	22
B16 RESERVED.....	22
B17 RESERVED.....	22
B18 RELIEF CREW REQUIREMENT.....	22
OPERATIONS.....	22
B19 PILOT AUTHORITY AND RESPONSIBILITIES	22
B20 FLIGHT OPERATIONS	23
B21 SECURITY OF AIRCRAFT AND EQUIPMENT.....	23
B22 PERSONAL PROTECTIVE EQUIPMENT (PPE) FOR FLIGHT OPERATIONS	24
B23 RESERVED.....	24
B24 SPECIAL PERMIT AUTHORIZATION FOR TRANSPORTATION OF HAZARDOUS MATERIALS.....	24
B25 FUEL AND SERVICING REQUIREMENTS.....	24
AIRCRAFT MAINTENANCE REQUIREMENTS.....	24
B26 GENERAL - MAINTENANCE.....	24
B27 AIRWORTHINESS DIRECTIVES (ADS) AND MANUFACTURER'S MANDATORY SERVICE BULLETINS (MMSBs).....	24
B28 MANUALS/RECORDS	24
B29 MAINTENANCE.....	25
B30 MAINTENANCE TEST FLIGHT	25

B31 TIME BETWEEN OVERHAUL (TBO) AND LIFE- LIMITED PARTS	25
B32 WEIGHT AND BALANCE	25

SECTION C – CONTRACT TERMS AND CONDITIONS.....26

CONTRACT CLAUSES.....26

C1 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (52.212-4 FEB 2012) [TAILORED SEPT 2005].....	26
C2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (FEB 2012)	28

ADDENDA TO CONTRACT TERMS AND CONDITIONS.....31

C3. INSPECTION/ACCEPTANCE (52.212-4(A)), THE FOLLOWING IS ADDED	31
C4 TAXES (52.212-4(K)), THE FOLLOWING IS ADDED.....	33
C5 INVOICE SUBMISSION.....	34
C5.A ELECTRONIC INVOICING AND PAYMENT REQUIREMENTS – INTERNET PAYMENT PLATFORM (IPP) (SEPTEMBER 2011)	34

GENERAL CONTRACT TERMS AND CONDITIONS.....34

C6 TYPE OF CONTRACT	34
C6.1 INDEFINITE QUANTITY (52.216-22 (OCT 1995)).....	34
C6.2 ORDERING. (52.216-18 OCT 1995).....	34
C6.3 ORDER LIMITATIONS. (52.216-19 OCT 1995)	35
C7 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (52.204-9 SEPT 2007)	35
C8 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (52.232-19 APR 1984)	35
C9 AIRCRAFT INSURANCE.....	35
C10 RESERVED	35
C11 NOTICE OF CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (JULY 2010).....	35
C11.A 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (JAN 2011).....	36
C12 PREWORK MEETING.....	36
C13 DIAR 1452.201-70 AUTHORITIES AND DELEGATIONS (SEP 2011)	37
C14 AQD SERVICES GREENING CLAUSE	37
C15. CONTRACTOR RESPONSIBILITIES - CONDUCT OF BUSINESS ON A MILITARY INSTALLATION.	37

ADMINISTRATIVE MATTERS.....46

C16 PERSONNEL CONDUCT.....	46
C17 SAFETY AND ACCIDENT PREVENTION.....	46
C18 MISHAPS	47
C19 CONTRACTOR RESPONSIBILITIES - CONDUCT OF BUSINESS ON A MILITARY INSTALLATION.	48

CONTRACT PERIOD AND RENEWAL.....48

C20 CONTRACT PERIOD	48
C21 OPTION TO EXTEND THE TERM OF THE CONTRACT (48 CFR 52.217-9, MAR 2000)	48

SECTION A - REQUIREMENTS AND PRICES

C21.A OPTION TO EXTEND SERVICES (48 CFR 52.217-8, Nov 1999)	48
C22 EXCLUSIVE USE PERIOD.....	48
C23 MUTUAL EXTENSION OF EXCLUSIVE USE PERIOD..	49

AVAILABILITY REQUIREMENTS..... 49

C24 AVAILABILITY REQUIREMENTS.....	49
C25 SCHEDULE OF OPERATIONS AND REACTION TIME...	49
C26 MAINTENANCE DURING AVAILABILITY PERIOD.....	49
C27 UNAVAILABILITY AND DAMAGES	49

MEASUREMENT AND PAYMENT..... 50

C28 DAILY AVAILABILITY	50
C29 FLIGHT TIME.....	50
C30 MOBILIZATION/DEMobilIZATION	50
C31 ADDITIONAL PAY ITEMS (FROM SCHEDULE OF ITEMS)	50
C32 GOVERNMENT MISCELLANEOUS CHARGES	52

EXHIBITS..... 52

SECTION D – INSTRUCTIONS TO OFFERORS..... 65

INTRODUCTION

D1. GENERAL INFORMATION.....	65
D2 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD	65

INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (52.212-1 FEB 2012) [TAILORED SEPT 2005]65

D3 OFFERS	65
D4 OFFER CONTENTS	65
D5 PERIOD FOR ACCEPTANCE OF OFFERS.	66
D5.A LATE SUBMISSIONS, MODIFICATIONS, REVISIONS, AND WITHDRAWALS OF OFFERS.....	66
D6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER).....	66
D7 SPECIAL NOTICE TO OFFERORS.....	66

EVALUATION OF PROPOSALS..... 67

D8 EVALUATION—COMMERCIAL ITEMS (52.212-2 JAN 1999).....	67
D9 TRADEOFF ANALYSIS AND CONTRACTOR SELECTION	68
D10 OFFER ACCEPTABILITY	68
D11 EVALUATED PRICE.....	68
D12 OFFEROR CAPABILITY.....	68
D13 AIRCRAFT CAPABILITY	68
D14 PILOT QUALIFICATIONS	69
D15 NOTICE OF AWARD	69

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS 70

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (FEB 2012)..... 70

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (JAN 2011) 73

SECTION E EXHIBITS.....74

SECTION A - REQUIREMENTS AND PRICES

SECTION A – REQUIREMENTS AND PRICES

CONTRACT ACRONYMS

AC Advisory Circular
AD Airworthiness Directive
AMD Aviation Management Directorate
A&P airframe and power plant
APCO Association of Public-Safety Communications Officials
ASM Aviation Safety Manager
ASO Aviation Safety Office
ASTM American Society for Testing and Material
ATC air traffic control
CFR Code of Federal Regulations
CO Contracting Officer
COR Contracting Officer's Representative
COTR Contracting Officer's Technical Representative
CFR Code of Federal Regulations
CTCSS continuous tone coded squelch system
DM degrees/minutes/decimal minutes
DOI Department of Interior
DOT Department of Transportation
ELT emergency locator transmitter
EPA Environmental Protection Agency
ERG Emergency Response Guidebook
FAA Federal Aviation Administration
FAR Federal Acquisition Regulations
FS Forest Service
FTR Federal Travel Regulations
GVW gross vehicle weight
GPM gallons per minute
GPS global positioning system
HIGE hover-in-ground effect
HOGE hover-out-of-ground effect
IAT interagency aviation training
ICAO International Civil Aviation Organization
ICS intercom system
IFR instrument flight rules
IP Institute of Petroleum
MMSB Manufacturer's Mandatory Service Bulletins
NBC National Business Center
NFPA National Fire Protection Association
NTSB National Transportation Safety Board
NWCG National Wildfire Coordinating Group
PA public address system
PFD personal flotation device
PIC pilot-in-command
PPE personal protective equipment
PSD plastic sphere dispenser
PSI pounds per square inch
PTT push to talk
RFP Request for Proposals
RPM revolutions per minute
SFI Safety Foundation Incorporated
STEP Single-skid, Toe-In and Hover Exit/Entry Procedures

TBO time between overhaul
TSO technical service order
UL Underwriter's Laboratory
USDA United States Department of Agriculture
VFR visual flight rules
VNE velocity never exceed
VOX voice activation
VSWR voltage standing wave ratio

SECTION A - REQUIREMENTS AND PRICES

SCHEDULE OF SUPPLIES/SERVICES

A1. ITEM 1

ITEM DESCRIPTION

Aircraft Required:

Turbine-powered multiengine land airplane equipped as specified in Section B for smokejumper operations.

Bureau:

Bureau of Land Management (BLM)

Crew Complement Required:

Pilot-in-command (PIC), second-in-command (SIC) if required by make and model offered, relief PIC, relief SIC and onsite mechanic.

Designated Base:

Ft. Wainwright, AK

Performance Period:

7 May 2012 through 5 August 2012
Four (4) renewal option years

Minimum Aircraft Requirements:

Must have a Standard Airworthiness Certificate.

Aircraft certified under 14 CFR 23 or 25.

An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.

VFR/IFR, Day/Night, known ice certified.

Payload 4,000 pounds.

Endurance (3) hours at maximum cruise power with 4,000-pound payload, 200 pounds per required pilot, and 25-pound survival kit.

Capable of operating as configured above from 3,000-foot gravel runway at 500 feet pressure altitude and 20° Celsius.

Cruise airspeed of at least 180 knots true airspeed at optimum altitude.

0.6% Positive single engine climb as configured above.

Seating for nine (9) passengers quick removable or eight (8) smokejumpers (quick-removable Government-furnished-equipment (GFE) Simula seats) and two spotters.

Side-facing exit aft of main landing gear with FAA approval for in-flight opening of this exit door.

Aft-facing rear ramp/door with FAA approval for in-flight opening of this ramp/door and floor roller track for deploying palletized paracargo.

Interagency Smokejumper Aircraft Screening and Evaluation Board (SASEB) approved.

Target Aircraft:

Casa 212-200/300 or equivalent.

SECTION A - REQUIREMENTS AND PRICES

ITEM 2

ITEM DESCRIPTION

<u>Aircraft Required:</u>	Turbine-powered multiengine land airplane equipped as specified in Section B for smokejumper operations.
<u>Bureau:</u>	Bureau of Land Management (BLM)
<u>Crew Complement Required:</u>	Pilot-in-command (PIC), second-in-command (SIC) if required by make and model offered, relief PIC, relief SIC and on site mechanic.
<u>Designated Base:</u>	Ft. Wainwright, AK and Boise, ID
<u>Performance Period:</u>	23 April 2012 through 10 July 2012 Fort Wainwright, Alaska 10 July 2012 through 20 August 2012 Boise, ID Four (4) renewal option years
<u>Minimum Aircraft Requirements:</u>	<p>Must have a Standard Airworthiness Certificate.</p> <p>Aircraft certified under 14 CFR 23 or 25.</p> <p>An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder.</p> <p>VFR/IFR, Day/Night, known ice certified.</p> <p>Payload 3,400 pounds.</p> <p>Endurance (2.5) hours at maximum cruise power with 3,400-pound payload, 200 pounds per required pilot, and 25-pound survival kit.</p> <p>Capable of operating as configured above from 3,000-foot gravel runway at 500 feet pressure altitude and 20° Celsius.</p> <p>Cruise airspeed of at least 190 knots true airspeed at optimum altitude.</p> <p>0.6% positive single engine climb as configured above.</p> <p>Seating for nine (9) passengers quick removable or eight (8) smokejumpers (quick-removable GFE Simula seats) and one spotter.</p> <p>Side-facing exit aft of main landing gear with FAA approval for in-flight opening of this exit door.</p> <p>Interagency Smokejumper Aircraft Screening and Evaluation Board (SASEB) approved.</p>
<u>Target Aircraft:</u>	Dornier 228 or equivalent.

NOTE: All Exhibits applicable to this solicitation are included at the end of Section C.

SECTION A - REQUIREMENTS AND PRICES

A2 Item 0001 Pricing

Complete shaded areas only.

DESIGNATED BASE Ft. Wainwright, AK	EXCLUSIVE USE PERIOD 120 calendar days	START DATE: May 7, 2012 END DATE: August 5, 2012
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OFFEROR NAME		
AIRCRAFT FOR THIS PRICING SCHEDULE	Make/Model	FAA Registration #

ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2012 1.a.	1st YEAR – May 7 – Aug 5, 2012 Guaranteed Availability	AV	120	DAYS	\$	\$
1.b.	Price per flight hour for estimated flight hours (Dry)	FD	ESTIMATED 250	FLIGHT HOURS	\$	\$
1.c.	Additional Pilot-Estimated	AC	ESTIMATED 15	DAYS	\$	\$
1.d.	Mechanic-Estimated	MC	ESTIMATED 15	DAYS	\$	\$
BASE YEAR – ESTIMATED TOTAL – 1st year, 2012						\$

2013 2.a.	2nd YEAR – May 7 – Aug 5, 2013 Guaranteed Availability	AV	120	DAYS	\$	\$
2.b.	Price per flight hour for estimated flight hours (Dry)	FD	ESTIMATED 250	FLIGHT HOURS	\$	\$
2.c.	Additional Pilot-Estimated	AC	ESTIMATED 15	DAYS	\$	\$
2.d.	Mechanic -Estimated	MC	ESTIMATED 15	DAYS	\$	\$
1st OPTION YEAR – ESTIMATED TOTAL – 2nd YEAR, 2013						\$

SECTION A - REQUIREMENTS AND PRICES

2014 3.a.	3rd YEAR – May 7 – Aug 5, 2014 Guaranteed Availability	AV	120	DAYS	\$	\$
3.b.	Price per flight hour for estimated flight hours (Dry)	FD	ESTIMATED 250	FLIGHT HOURS	\$	\$
3.c.	Additional Pilot-Estimated	AC	ESTIMATED 15	DAYS	\$	\$
3.d.	Mechanic-Estimated	MC	ESTIMATED 15	DAYS	\$	\$

2nd OPTION YEAR – ESTIMATED TOTAL – 3RD YEAR, 2014

\$

2015 4.a.	4th YEAR – May 7 – Aug 5, 2015 Guaranteed Availability	AV	120	DAYS	\$	\$
4.b.	Price per flight hour for estimated flight hours (Dry)	FD	ESTIMATED 250	FLIGHT HOURS	\$	\$
4.c.	Additional Pilot-Estimated	AC	ESTIMATED 15	DAYS	\$	\$
4.d.	Mechanic-Estimated	MC	ESTIMATED 15	DAYS	\$	\$

3rd OPTION YEAR – ESTIMATED TOTAL – 4th YEAR, 2015

\$

2016 5.a.	5th YEAR – May 7 – Aug 5, 2016 Price per day for availability	AV	120	DAYS	\$	\$
5.b.	Price per flight hour for estimated flight hours (Dry)	FD	ESTIMATED 250	FLIGHT HOURS	\$	\$
5.c.	Additional Pilot-Estimated	AC	ESTIMATED 15	DAYS	\$	\$
5.d.	Mechanic -Estimated	MC	ESTIMATED 15	DAYS	\$	\$

4th OPTION YEAR – ESTIMATED TOTAL – 5th YEAR, 2016

\$

ITEM 1 - ESTIMATED TOTAL PRICE – FIVE YEARS

\$

SECTION A - REQUIREMENTS AND PRICES

A2 Item 0002 Pricing

Complete shaded areas only.

DESIGNATED BASE Ft. Wainwright, AK	EXCLUSIVE USE PERIOD 120 calendar days	START: April 23, 2012 END: July 20, 2012
--	--	---

OFFEROR NAME		
AIRCRAFT FOR THIS PRICING SCHEDULE	Make/Model	FAA Registration #

ITEM	DESCRIPTION	PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
2012 6.a.	1st YEAR – April 23 – Aug 20, 2012 Guaranteed Availability	AV	120	DAYS	\$	\$
6.b.	Price per flight hour for estimated flight hours (Dry)	FD	ESTIMATED 250	FLIGHT HOURS	\$	\$
6.c.	Additional Pilot-Estimated	AC	ESTIMATED 15	DAYS	\$	\$
6.d.	Mechanic-Estimated	MC	ESTIMATED 15	DAYS	\$	\$

BASE YEAR – ESTIMATED TOTAL – 1st year, 2012

\$

2013 7.a.	2nd YEAR – April 23 – Aug 20, 2013 Guaranteed Availability	AV	120	DAYS	\$	\$
7.b.	Price per flight hour for estimated flight hours (Dry)	FD	ESTIMATED 250	FLIGHT HOURS	\$	\$
7.c.	Additional Pilot-Estimated	AC	ESTIMATED 15	DAYS	\$	\$
7.d.	Mechanic -Estimated	MC	ESTIMATED 15	DAYS	\$	\$

1st OPTION YEAR – ESTIMATED TOTAL – 2nd YEAR, 2013

\$

SECTION A - REQUIREMENTS AND PRICES

2014 8.a.	3rd YEAR – April 23 – Aug 20, 2014 Guaranteed Availability	AV	120	DAYS	\$	\$
8.b.	Price per flight hour for estimated flight hours (Dry)	FD	ESTIMATED 250	FLIGHT HOURS	\$	\$
8.c.	Additional Pilot-Estimated	AC	ESTIMATED 15	DAYS	\$	\$
8.d.	Mechanic-Estimated	MC	ESTIMATED 15	DAYS	\$	\$

2nd OPTION YEAR – ESTIMATED TOTAL – 3RD YEAR, 2014

\$

2015 9.a.	4th YEAR – April 23 – Aug 20, 2015 Guaranteed Availability	AV	120	DAYS	\$	\$
9.b.	Price per flight hour for estimated flight hours (Dry)	FD	ESTIMATED 250	FLIGHT HOURS	\$	\$
9.c.	Additional Pilot-Estimated	AC	ESTIMATED 15	DAYS	\$	\$
9.d.	Mechanic-Estimated	MC	ESTIMATED 15	DAYS	\$	\$

3rd OPTION YEAR – ESTIMATED TOTAL – 4th YEAR, 2015

\$

2016 9.a.	5th YEAR – April 23 – Aug 20, 2015 Price per day for availability	AV	120	DAYS	\$	\$
9.b.	Price per flight hour for estimated flight hours (Dry)	FD	ESTIMATED 250	FLIGHT HOURS	\$	\$
9.c.	Additional Pilot-Estimated	AC	ESTIMATED 15	DAYS	\$	\$
9.d.	Mechanic -Estimated	MC	ESTIMATED 15	DAYS	\$	\$

4th OPTION YEAR – ESTIMATED TOTAL – 5th YEAR, 2016

\$

ITEM 1 - ESTIMATED TOTAL PRICE – FIVE YEARS

\$

SECTION A - REQUIREMENTS AND PRICES

ADDITIONAL PAY ITEMS SCHEDULE

	ADDITIONAL PAY ITEMS	AMD-23e PAY ITEM CODE	QUANTITY	UNIT	UNIT PRICE
e.	Extended Standby – Pilot	EP	INDEFINITE	HOURL	\$ 49.00
f.	Extended Standby - Mechanic	EM	INDEFINITE	HOURL	\$ 51.00
g.	Fuel Charge	FC	INDEFINITE	EACH	Actual Cost
h.	Subsistence Allowance	PD	INDEFINITE	Overnight	Per FTR Schedule
i.	Contractor Miscellaneous Costs	SC	INDEFINITE	EACH	Actual Cost

SECTION B – TECHNICAL SPECIFICATIONS

SECTION B – TECHNICAL SPECIFICATIONS

GENERAL REQUIREMENTS

B1 Scope of Contract

B1.1 The purpose of this contract is to obtain exclusive use aircraft flight services. Aircraft will be used for transporting and dropping smokejumpers, transporting and dropping paracargo, reconnaissance, testing of parachutes and other aerial equipment, transportation of personnel and/or cargo in support of fire suppression activities, search and rescue, natural resource missions, and other administrative and related resource activities as directed by the Government.

B1.2 The Government and Contractor must establish an effective working relationship to successfully complete this contract. The Contractor's employees' cooperation, professionalism, and positive attitude toward aviation safety and accomplishment of the mission are an integral element of this relationship. The aircraft and crew are an integral component of an aerial firefighting team.

B1.3 The Government has interagency and cooperative agreements with other Federal agencies, State agencies, and private landholders and may dispatch aircraft under this contract for such cooperative use.

B1.4 During any order use period and any subsequent extension, aircraft furnished shall be subject to the exclusive use of the Government 24 hours per day, 7 days per week. Point-to-point flights conducted for the Government must be under the Code of Federal Regulations Title 14 Part 135 (14 CFR 135) and operational control will be retained by the Contractor. Special use activities such as smokejumper and paracargo flights will be conducted under 14 CFR 91.

B2 Certification

The Contractor must obtain and keep current all of the following required certificates. The Contractor must ensure that contract personnel and aircraft are maintained in compliance with these certificates at all times.

B2.1 A Federal Aviation Administration (FAA) Air Carrier Certificate which authorizes the Contractor to operate in the category and class of aircraft and under flight conditions required by this contract (e.g., airplane, multiengine, visual flight rules (VFR) day and night, instrument flight rules (IFR), passengers, and cargo).

Note: Only point-to-point flights will be conducted under 14 CFR 121 or 135. All other special use activities will be conducted under 14 CFR 91.

B2.2 Aircraft shall be identified as required by 14 CFR Part 121.135(7) or 135.63 or Operations Specifications Part D, "Aircraft Listing," as appropriate. Aircraft shall be fully

equipped to carry the number of passengers offered in accordance with the standards of 14 CFR Part 121 or 135 as appropriate.

B2.3 The contract aircraft must have engineering support for continued airworthiness from the current type certificate holder or supplemental type certificate holder.

B2.4 The aircraft must have a Standard Airworthiness Certificate issued under 14 CFR 21.183 and a restricted airworthiness certificate issued under 14 CFR 21.25 and 21.185 to include the special purpose of forest and wildlife conservation (fire suppression) work. Multiple Airworthiness Certificates issued in accordance with 14 CFR 21.187 are required.

B2.4.1 The installation of any special equipment called for by this contract must be FAA approved (does not apply to Government-furnished equipment (GFE): Simula seat installation). Approval may be in accordance with an STC or FAA field approval.

B2.5 Public aircraft status is required in the execution of this contract.

B2.5.1 The GFE Simula seats are not FAA-approved seating. When GFE Simula seats are installed, the aircraft will be operated as a public aircraft. GFE Simula seats must only be used when required for smokejumper operations. Smokejumpers are considered qualified noncrewmembers in accordance with U.S. Code. Smokejumpers must wear their jump helmet, jumpsuit, and jump gloves when seated on a GFE Simula seat.

B2.5.2 Aircraft with single-engine-performance-based gross weight limitations may be required to operate at a reduced gross climb gradient not less than 0.6%. This is contrary to FAA requirements and must only be done while in public aircraft status and when required by the Government.

B2.5.3 Transport of hazardous materials will be required in accordance with the Department of Transportation's special permit DOT-SP-9198. (See B24.)

B3 Order of Precedence - Specifications

In the event of inconsistencies within the technical specification, the following order shall be used in such resolution: (i) Typed provisions of these specifications; (ii) DOI NBC Aviation Management supplements and/or exhibits incorporated by reference; (iii) 14 CFR incorporated by reference; (iv) aircraft manufacturer's specifications; (v) other documents incorporated by reference.

B4 Contracts

The Contractor must maintain a current paper copy of the contract with all modifications in each contract aircraft throughout the performance period.

SECTION B – TECHNICAL SPECIFICATIONS

EQUIPMENT REQUIREMENTS

B5 Condition of Equipment

The Contractor-furnished aircraft and all other required equipment must be operable, free of damage, and in good repair. Aircraft systems and components shall be free of leaks except where specified by the manufacturer.

B5.1 Prior to inspection and acceptance, the Contractor must permanently repair or replace all windows and windshields that have been temporarily repaired. All windows and windshields must be maintained at all times and must be clean and free of scratches, cracks, crazing, distortion, repairs, or tinting which hinder visibility.

B5.2 The aircraft interior must be clean and neat with no unrepaired tears, rips, or other damage. The exterior finish, including the paint, must be clean, neat, and in good condition. Any corrosion must be within manufacturer or FAA acceptable limits.

B5.3 The internal cabin area near the exit door and the external fuselage aft of and below the exit door shall be free of protrusions and sharp edges. A jump door "boot" (i.e., fiberglass/Teflon fairing) must be installed to cover the aft and bottom edges of the door opening. Protrusions and sharp edges that cannot be removed shall be adequately protected to prevent snagging or chaffing of equipment.

B5.4 See the Unacceptable Lap Belt and Shoulder Harness Conditions Exhibit for examples of lap belt and shoulder harness conditions that are not acceptable.

B6 Aircraft Equipment Requirements

The Contractor must provide one fully compliant aircraft that is equipped as shown below:

B6.1 Required standard equipment.

B6.1.1 A first aid kit containing items specified in the First Aid and Survival Kits Exhibit shall be installed in the cabin.

B6.1.2 A survival kit containing items specified in the First Aid and Survival Kits Exhibit shall be carried aboard the aircraft on all flights and shall be included in weight and balance/load calculations.

B6.1.3 Fire extinguisher(s), required by 14 CFR, for the purposes of this contract, must be a handheld bottle, minimum 2-B:C rating, one must be mounted and accessible to the flight crew while seated. The fire extinguisher(s) must be maintained in accordance with *National Fire Protection Association (NFPA) 10, Standards for Portable Fire Extinguishers* or the Contractor's operations manual.

B6.1.4 FAA-approved seats, seatbelts, and shoulder harnesses for the pilot and copilot.

B6.1.5 Seating for nine (9) passengers. Must be FAA-approved seats and configuration. Must be removable to allow for a smokejumper configuration with GFE Simulas or cargo configuration.

B6.1.6 Strobe light system. A two-light system (one above and one below the fuselage) or a three-light system (wing tips and tail) with an independent activating switch.

B6.1.7 High visibility, pulsating, forward-facing, conspicuous light.

B6.1.8 FAA-approved cargo restraints, cargo nets, and cargo straps for cargo tiedown in cabin and baggage compartment areas.

B6.1.9 Cabin heater.

B6.1.10 The aircraft must be equipped in accordance with 14 CFR Parts 91 and 135 for carrying passengers day and night, VFR and IFR, and certified to fly in known icing conditions.

B6.2 Contractor-furnished specialized equipment.

B6.2.1 A secondary horizontal anchor constructed and installed in accordance with Missoula Technology and Development Center (MTDC) drawings and FAA STC, or manufacturer's specifications (as applicable).

B6.2.2 A primary vertical anchor constructed and installed in accordance with MTDC drawings and FAA STC.

B6.2.3 An external step and step attachment constructed and installed in accordance with MTDC drawings, applicable to the aircraft with a door height less than 52 inches.

B6.2.4 A handrail of smooth contour that shall encircle the entire top and the upper half of the forward side of the left side jumper exit/paracargo door opening. The handrail shall be designed and installed so as not to restrict the size of the door opening and not to hinder the opening or removal of the door. The handrail must be constructed and installed in accordance with MTDC drawings or manufacturer's specifications.

Note: Upon request, the Government will provide drawings for appropriate aircraft showing specifications, locations, and general installation details. Two static line attach anchors may not be required in all aircraft. Some aircraft will not need the jump-step or anchor points.

B6.2.5 A tethered sheath knife (minimum blade length 4.5 inches) easily accessible, securely mounted on the bulkhead or cabin sidewall aft of the exit door.

SECTION B – TECHNICAL SPECIFICATIONS

B6.2.6 A 1½- to 2-inch safety strap across the door opening that may be easily and swiftly connected/disconnected in flight.

B6.2.7 Heavy-duty floor stressed to 200 pounds per square foot or installed wooden or metal deck plating as necessary to achieve this load capacity.

B6.2.8 Placards. The aircraft must have placards which denote prescribed smokejumper drop speed and flap setting. The placard must be permanent with letters 3/8-inch minimum height. The placard shall be clearly visible at the pilot-in-command position and the spotter station.

B6.3 Side door requirements.

B6.3.1 Minimum dimensions: height 36 inches, width 25 inches.

B6.3.2 Must be aft of the main landing gear.

B6.3.3 Must be constructed and insulated to reduce heat loss and reduce wind noise in flight.

B6.3.4 Must be a utility/cargo-type door (not airstair door) approved for standard operations, passenger and cargo.

B6.3.5 Must be FAA approved for in-flight opening. A jump door "boot" (i.e., fiberglass/Teflon fairing) must be installed to cover the aft and bottom edges of the door opening.

Note: B6.3.4 and B6.3.5 may be to the same door or two separate doors that are interchangeable.

B6.3.6 Door hinges and pins must be covered by a fairing to prevent damage to static lines. No protrusions are permitted between the jump door and the tail of the aircraft that might interfere with the parachute deployment or retrieval of static lines and deployment bags.

B6.4 **Item 1 only specific.**

B6.4.1 Quick install and removable continuous roller track that covers the length of the cabin floor and rear ramp, level to the exit, for palletized paracargo (A22s).

B6.4.2 Aft-facing rear ramp/exit.

B6.4.2.1 Large enough to load and deploy palletized paracargo. A-22s are 48 inches wide, 48 inches long, and 48 inches high, and weigh as much as 1,500 pounds.

B6.4.2.2 A minimum of two tiedown rings must be installed on the ramp door for attaching paracargo static lines. The rings must be installed at the forward left-hand and right-hand outboard portion of the ramp door. Each ring shall be

rated for 750 pounds minimum with a safety design rating of 1,125 pounds when pulled parallel to the ramp door longitudinal axis.

B6.4.2.3 CASA 212 specific: Rear ramp doors must be equipped with wind wings.

B6.5 **Government-furnished equipment and drawings.** To be furnished to Contractor prior to use or at a mutually agreed upon time.

B6.5.1 Smokejumper side-facing seats, Simula seats.

B6.5.2 The Professional Smokejumper Pilot and Spotter video program (<http://www.blm.gov/nifc/st/en/prog/fire/Aviation/Airops/aircraft.html>).

B6.5.3 Spotters' helmets.

B6.5.4 Drawings necessary for smokejumper aircraft accessories (when requested). The following drawings are available:

Primary vertical anchor, secondary horizontal anchor jump-step, step attachment, and other accessories. Drawings for these items are available from the USDA Forest Service, Missoula Technology and Development Center, Building #1 Fort Missoula, Missoula, Montana 59801, Attention: MTDC Smokejumper Equipment Specialist, telephone 406-329-1015.

B7 Avionics Requirements

B7.1 General

B7.1.1 The Contractor must provide, install, and maintain the following systems in accordance with the manufacturer's specifications and the installation and maintenance standards of Section B7. Detailed avionics systems performance requirements are listed in *Avionics Operational Test Standards* (copies available upon request from NBC AMD Avionics or at <http://amd.nbc.gov/library/handbooks/aots.pdf>).

B7.2 Avionics Installation and Maintenance Standards

B7.2.1 Strict adherence to the recommendations in the following FAA Advisory Circulars is required: AC 43.13-1B Chapter 11, "Aircraft Electrical Systems," and Chapter 12, "Aircraft Avionics Systems"; AC 43.13-2B Chapter 1, "Structural Data," Chapter 2, "Communication, Navigation, and Emergency Locator Transmitter System Installations," and Chapter 3, "Antenna Installation."

B7.2.2 All avionics systems requiring an antenna must be installed with a properly matched, aircraft-certified antenna, unless otherwise specified. Antennas must be polarized as required by the avionics system and must have a voltage standing wave ratio (VSWR) of 3.00 to 1 or better.

SECTION B – TECHNICAL SPECIFICATIONS

B7.2.3 The aircraft's static pressure system, altimeter instrument system, and automatic pressure altitude reporting system must be maintained in accordance with the IFR requirements of 14 CFR Part 91.411 and inspected and tested every 24 calendar months, as specified by 14 CFR Part 43, appendices E and F.

B7.3 Communications Systems

B7.3.1 One automatic-portable or automatic-fixed 406 MHz Emergency Locator Transmitter (ELT/AP or ELT/AF), meeting FAA TSO-C126 and COSPAS/SARSAT specifications, must be installed in the aircraft per the manufacturer's installation manual, in a conspicuous or marked location. The ELT must be interfaced to the aircraft GPS system so as to transmit aircraft location and registration number when activated. The ELT must also be registered with NOAA, and equipped with an external fixed-type antenna, mounted atop the fuselage.

B7.3.2 Two panel-mounted VHF-AM (VHF-1, VHF-2) aeronautical transceivers, each having a minimum of 760 channels covering 118.000 to 136.975 MHz, both with channels selectable in no greater than 25 kHz increments, and a minimum of 5 watts carrier output power, must be installed in the aircraft. Each transceiver's operational controls must be mounted in a location which is readily visible and accessible to the pilot.

B7.3.3 Two APCO Project 25-compliant (P25) VHF-FM aeronautical transceivers (FM-1, FM-2), each of which provides selection of narrowband (12.5 kHz) analog, wideband (25.0 kHz) analog, or narrowband (12.5kHz) digital bandwidth operation on each of a minimum of 100 MAIN field-programmable channels. Each transceiver's operational controls must be located and arranged so that the pilot and ATGS/copilot, when seated, have full and unrestricted movement of each control without interference from their clothing, the cockpit structure, or the flight controls.

B7.3.3.1 Each transceiver's operational frequency range must include the band of 136.0000 MHz to 173.9975 MHz. The operator(s) must be able to program any usable channels within that band, along with any required CTCSS tones, National Access Codes (NAC's), or Talk Group ID's (TGID's), while in flight. Each transceiver must also incorporate a separate, programmable GUARD receiver, with accompanying GUARD transmit capability. Unless instructed by the Government for use on a specific project, all frequencies programmed for use under this Contract must be in the narrowband analog mode.

B7.3.3.2 Carrier output power for each transceiver must be 10 watts nominal value (original design specification). Each transceiver must be capable of displaying receiver and transmitter operating frequency, alpha-numeric channel labels, and must provide both receiver and transmitter activation

indicators for MAIN and GUARD. Simultaneous monitoring of both MAIN and GUARD receivers is required. Scanning of the GUARD frequency is not acceptable.

B7.3.3.3 Prior to acceptance under this contract, at least one transceiver must be programmed with the narrowband analog GUARD receive and transmit frequencies of 168.625 MHz, with a 110.9 Hz CTCSS tone on transmit only.

B7.3.3.4 The following VHF-FM aeronautical transceivers are known to meet the above requirements:

Technisonics TDFM-136, TDFM-136A
Cobham (formerly NAT) NPX-136D-070

B7.3.3.5 The Contractor must placard all FM radios and all audio system controls with a warning that the use of the FM radios during IFR approach operations is prohibited, so as to prevent any possible interference with the aircraft's glideslope receiver(s).

B7.3.4 Reserved.

B7.3.5 One Iridium-based Automated Flight Following (AFF) system compatible with the Government's AFF tracking network (Webtracker) is required. Not all available AFF systems are compatible with Webtracker nor meet Webtracker's requirements. The Contractor must ensure that the AFF system offered is compatible with Webtracker. To view Webtracker's current compatibility requirements refer to <https://www.aff.gov>.

B7.3.5.1 The AFF system must be powered by the aircraft's electrical system, installed per the manufacturer's installation manual, and operational in all phases of flight. AFF equipment must utilize as a minimum: Satellite communications, provide data to the Government's Webtracker software, use aircraft power via a dedicated circuit breaker for power protection, and be mounted so as to not endanger any occupant from AFF equipment during periods of turbulence. Any AFF manufacturer-required pilot display(s) or control(s) must be visible/selectable by the pilot(s). Remote equipment having visual indicators should be mounted in such a manner as to allow visual indicators to be easily visible.

B7.3.5.2 AFF communications must be fully operational in all areas where missions are conducted and capable of being tracked in these locations at all times. Not all manufacturers' AFF equipment communication links will operate effectively in all geographic areas.

B7.3.5.3 The Contractor must maintain a subscription service through the AFF equipment provider allowing AFF position reporting for satellite tracking via Webtracker. The position-reporting interval must be every 2 minutes while the aircraft is in flight. The Contractor must register their

SECTION B – TECHNICAL SPECIFICATIONS

AFF equipment with the Fire Applications Help Desk (FAHD) providing: Complete tail number, manufacturer and serial number of the AFF transceiver; aircraft make and model; and Contractor contact information. If the Contractor relocates previously registered AFF equipment into another aircraft, then the Contractor must contact the FAHD making the appropriate changes prior to aircraft use. In all cases, the contractor must ensure that the correct aircraft information is indicated within Webtracker. The Contractor must contact the FAHD of system changes, scheduled maintenance, and planned service outages.

B7.3.5.4 Registration contact information, a Web-accessible feedback form, and additional information are available at <https://www.aff.gov>. The FAHD can be reached at (800) 253-5559 or (208) 387-5290.

B7.3.5.5 Prior to the aircraft's annual contract inspection, the Contractor must ensure compliance with all AFF systems requirements. The Contractor must additionally perform an operational check of the system. As a minimum, the operational check must consist of confirming the aircraft being tested is displayed in Webtracker (indicating it is currently transmitting data to Webtracker) and that all information displayed in Webtracker is current. A username and password are required to access Webtracker. Log on to the AFF website at <https://www.aff.gov> to request a username and password, or contact the FAHD.

B7.3.5.6 This clause incorporates Specification Section Supplement available at <https://www.aff.gov/contractspecs> with the same force and effect as if they were presented as full text herein.

B7.3.6 Satellite Phone System.

B7.3.6.1 The Contractor must furnish and install an Iridium-based Satellite Telephone (SatPhone) system. The installation must be in accordance with Federal Aviation Regulation 43.

B7.3.6.2 The SatPhone must be permanently interfaced to the aircraft's audio control systems in such a manner that, although access to the handset/dialer may be limited to cockpit occupants, it may be used via any of the four required positions in the aircraft in the same manner as any of the aircraft's radios per Section B7.5.

B7.3.6.3 The SatPhone system must provide the capability to pre-program at least six (6) telephone numbers that can be quickly selected by either front seat occupant while in flight.

B7.3.6.4 A TSO C-129a L-band antenna, acceptable to the manufacturer of the SatPhone system, must be installed on top of the fuselage, giving as much a view of the overhead hemisphere as possible.

B7.3.6.5 The SatPhone system may be integrated into the Automated Flight Following system (see B7.3.5) using either the same Iridium communicator or a separate Iridium communicator. In the former case, it is acceptable for phone calls to interrupt the transmission of AFF position reports for brief periods of time, and flight crews must be instructed as to this conflict.

B7.4 Navigational Systems

B7.4.1 One permanently installed, panel-mounted Global Positioning System (GPS).. The GPS must be approved for IFR Navigation under TSO-C129, and must be enabled for use with the Wide Area Augmentation System (WAAS). The GPS must utilize the WGS-84 datum, reference latitude and longitude coordinates in the degrees/minutes/decimal minutes (DM) mode for aircraft positioning; utilize an approved, fixed, external aircraft antenna; and be powered by the aircraft electrical system. The GPS installation must be FAA-approved (or approval pending). Handheld and/or marine type equipment is not acceptable.

B7.4.2 The aircraft must be equipped with all navigational equipment required for IFR operations as specified in 14 CFR 135.165, including, but not limited to, the following:

B7.4.2.1 Two VHF, VOR/LOC aeronautical navigation receivers with indicators (NAV-1, NAV-2), each with a minimum of 200 navigation receive channels.

B7.4.2.2 One glideslope (GS) system, with a minimum of 40 receive channels.

B7.4.2.3 One marker beacon receiver system with three-light indicator, which provides aural notification to the flight crew via the audio control system.

B7.4.2.4 Reserved

B7.4.2.5 One gyro-stabilized magnetic compass system.

B7.4.3 Additional navigation instruments and equipment.

B7.4.3.1 One Horizontal Situation Indicator (HSI), which is fully integrated to the autopilot if required, equipped with a Course Deviation Indicator (CDI) which provides selection of both VOR/LOC or GPS information.

B7.4.3.2 A three-axis autopilot system integrated with the HSI above, if the offered aircraft will be operated single pilot.

B7.5 Audio Systems

B7.5.1 Three audio control systems must be installed for use by the pilot, the copilot/observer, and the two aft spotters. Each system must provide separate controls for selection of the receiver audio outputs and transmitter microphone/PTT

SECTION B – TECHNICAL SPECIFICATIONS

inputs of each installed transceiver, the ICS, and PA systems. Each system must also provide separate audio level controls for the adjustment of both ICS and receiver audio output levels. The spotters' system must additionally provide separate receiver audio output level controls for each transceiver.

B7.5.1.1 Transmitter selection and operation. Whenever a transmitter is selected, the companion receiver audio must automatically be selected. Transmitter sidetone audio must be provided for the user as well as at the other position(s) for cross-monitoring.

B7.5.1.2 Receiver audio selection and operation. Separate controls must be provided for selection of audio from one or any combination of available receivers. The audio output must be free of distortion, hum, noise, and crosstalk, and must be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

B7.5.1.3 The controls of each audio system must be located conveniently for use. The pilot's and copilot/observer's two systems' controls may be provided in two single units or one dual unit. Labeling and marking of controls must be clear, understandable, legible, and permanent. Electronic label maker marking is acceptable.

B7.5.2 An intercommunications system (ICS) must be provided for the pilot, copilot/observer, and two aft spotter positions. ICS audio must mix with, but not mute, selected receiver audio. An ICS audio level control must be provided for each position above. Adjustment of the audio level at any position must not affect the level at any other position. ICS sidetone audio must be provided for the earphones corresponding with the microphone in use. The ICS audio output must be free of distortion, hum, noise, and crosstalk, and must be amplified sufficiently to facilitate ease of use in a noisy cockpit/cabin environment.

B7.5.3 Microphones, PTT's, and Jacks

B7.5.3.1 The system must be designed for operation with 600-ohm earphones and carbon-equivalent, noise-canceling boom type microphones (Gentex electret type Model 5060-2, military dynamic type M-87/AIC with CE-100 TR preamplifier, or equivalent). The pilot position only may be configured for low impedance (dynamic) operation.

B7.5.3.2 Push-to-talk (PTT) operation: separate PTT switches must be provided for radio transmitter and ICS microphone operation at the pilot, copilot/observer, and each of the two spotter positions. The pilot's PTT switches must be mounted on the control yoke. NOTE: PTT switches other than those mounted on the flight controls must be furnished at the copilot/observer position. The PTT switches for each of the two spotter positions must be mounted on the cord to the

earphone/microphone connector. A cord of coiled construction, capable of stretching to a length of 20 feet, must be furnished for use at one spotter position. The Contractor must furnish an additional spare PTT switch/cord assembly for the spotter positions.

B7.5.3.3 All earphone/microphone jacks in the aircraft (except the spotters') must be JJ-033 and JJ-034 (dual/female) type. The aft spotters' positions will be equipped with two female "Cannon" – type jacks to accept the MS3116F10-6P male "Cannon" type plugs as used on the Spotters' helmets. Adapter cables and connectors may be used as necessary.

B7.5.3.4 The Contractor must provide three headsets with boom microphones which are compatible with the aircraft audio system (David Clark model H10-30 or equal) jacks as provided in the cockpit.

B7.6 Other Avionics

B7.6.1 Public Address (PA) system. The pilot, copilot/observer, and spotters must be able to convey messages to the occupants of the cabin by means of a PA system which utilizes the same microphone as utilized for radio and ICS communications. The PA system must include the following:

B7.6.1.1 An amplifier with output adequate to convey intelligible messages to all cabin occupants, including fully-outfitted smokejumpers, while in flight at cruise speed with open jump door.

B7.6.1.2 One or more speakers, as necessary to meet the requirements specified in B7.5.1.2 above.

B7.6.1.3 Audio system controls which enable routing of transmit and receive audio, from one or any combination of required radios, as well as ICS messages from the pilot, copilot/observer, or spotter positions, through the cabin speakers.

B7.6.1.4 A PA audio level control at the spotter position audio control panel which enables adjustment of the audio level on all cabin speakers.

B7.6.2 One ATC transponder and altitude reporting system meeting the requirements of 14 CFR 91.215(a)(b) and tested and inspected per 14 CFR 91.413.

B7.6.3 One radar altimeter with indicator, having a minimum altitude range of from 20 to 2000 feet, variable decision height selection, and decision height arrival aural warning (King KRA 10A or equal).

SECTION B – TECHNICAL SPECIFICATIONS

B7.6.4 The aircraft must be equipped with an FAA Technical Standard Order (TSO) -approved traffic awareness and avoidance system (TCAS/TAS/TCAD/etc.) featuring active interrogation of threat aircraft. The system must be equipped with antennas mounted on both the top and bottom of the aircraft to minimize airframe shadowing and provide 360-degree coverage. The system must also incorporate visual alerts for both pilot and co-pilot and an aural alerting feature which announces an alert of threat aircraft whenever such aircraft enter a zone of a programmable size with range selections from no more than two nautical miles to at least ten nautical miles around the aircraft. The audio alert output must be interconnected to the aircraft's audio system in such a manner that all ICS-equipped positions will receive the alert. If the aircraft is equipped with a Multi-Function Display (MFD), GPS, or other system capable of displaying threat aircraft output data, the system must be also be interfaced to such.

B7.6.4.1 The system must be installed in accordance with an STC or FAA Field Approval based upon an existing STC and the manufacturer's installation manual. Installation of the system must be accomplished by a certified avionics repair station which has been approved for such by the system's manufacturer. The system must be maintained for continued airworthiness, but may be listed in an approved Minimum Equipment List (MEL), provided the MEL does not permit the system to be inoperable for a period exceeding 15 days.

B7.6.4.2 The following systems are known to meet the above requirements:

TCAS: Any TSO'd system which provides a range selection of 2 nautical miles or less.

TAS: Bendix-King KTA 870, Goodrich Skywatch HP

TCAD: Avidyne TAS600/610/620 (formerly Ryan International TCAD 9900BX) only when a separate, approved Multi-Function Display (MFD) is used to display threat aircraft data.

B7.6.5 One Terrain Awareness and Warning System (TAWS-B). Any aircraft furnished must be equipped with a TAWS meeting, as a minimum, the requirements specified in 14 CFR 91.223 for six to nine passenger seats, regardless of any exceptions for status as a Public Aircraft operation or firefighting operation. Additionally, the system must be equipped with a feature, selectable or de-selectable in flight, which inhibits the system's aural warning.

B7.6.6 A thunderstorm detection system, meeting the same requirements as those specified for aircraft carrying 10 or more passengers in 14 CFR 135.173.

PERSONNEL REQUIREMENTS

B8 Pilot Requirements and Authority

B8.1 The Contractor must furnish a flight crew for each day the aircraft is required to be available. A flight crew is one pilot-in-command (PIC) and, if required by the aircraft offered, one second-in-command (SIC). The PIC must have the authority to represent the Contractor in all matters except changes in price and time, unless the CO is notified otherwise, in writing, prior to performance.

B8.2 Pilot flight hours will be verified from a certified pilot log. Further verification of flight hours may be required at the COTR's discretion.

B8.3 The Contractor shall submit an experience resume for each pilot offered for approval. The resume shall include names and pilot addresses of past employers, substantiation of related type and typical terrain flying and must show any and all accidents involving aircraft within the last 5 years. The information shall be submitted on form AMD-64A (with supplements if requested), Airplane Pilot Qualifications and Approval. This form can be found on the AMD website at <http://amd.nbc.gov>

B8.4 Each pilot must, at the discretion of the Contracting Officer's Technical Representative (COTR), pass an agency flight evaluation in each make and model of aircraft to be flown on this contract. The flight evaluation will be in an aircraft supplied by the Contractor, at no expense to the Government. The satisfactory completion of the evaluation flight will not substitute for any of the total flight hour requirements listed in this contract.

B8.5 Pilots must be proficient in operating all equipment identified in Section B (GPS, FM, etc.). Pilots may be required to demonstrate proficiency during the agency evaluation flight.

B8.6 Pilots assigned as PIC on smokejumper (SMJ) or paracargo missions must have previously possessed an interagency smokejumper and paracargo pilot-in-command card. Pilots will be required to demonstrate to an interagency inspector pilot, per the *Interagency Airplane Pilots Practical Test Standards Guide*, their proficiency prior to being accepted as pilot-in-command. Pilots without previous smokejumper and paracargo experience may be qualified for smokejumper and paracargo missions by accomplishing the SMJ PIC trainee requirements.

B9 Pilot Qualifications

B9.1 PIC minimum qualifications.

B9.1.1 The PIC shall have an FAA Airline Transport Pilot certificate with a type rating for the contracted aircraft.

B9.1.2 The PIC shall hold a current first class medical certificate issued under provisions of 14 CFR 67.

SECTION B – TECHNICAL SPECIFICATIONS

B9.1.3 The PIC must provide evidence of satisfactorily completing an FAA competency check (14 CFR 135.293a and b) for the make and model offered in this contract, an instrument proficiency check (14 CFR 135.297) and a line check (14 CFR 135.299); or 14 CFR 121 equivalents. These flight checks must be kept valid throughout the contract period. An autopilot signoff is required if the offered aircraft will be operated single pilot.

B9.1.4 PICs shall have logged minimum flying time as pilot-in-command as follows:

B9.1.4.1	3,500 hours	Total pilot time.
B9.1.4.2	2,000 hours	PIC, airplanes.
B9.1.4.3	200 hours	PIC category and class to be flown.
B9.1.4.4	100 hours	PIC night flying to include the recent flight experience requirements of Federal Aviation Regulation 61.57(d).
B9.1.4.5	75 hours	PIC actual or simulated instrument flight time (including 50 hours in flight).
B9.1.4.6	1,000 hours	Cross-country.
B9.1.4.7	250 hours	PIC large airplane when applicable. (12,500 pounds certificated gross takeoff weight or more.)
B9.1.4.8	100 hours	PIC turbo prop.
B9.1.4.9	200 hours...	of low-level flight (below 500 feet AGL) in airplanes performing fire retardant drops, dispensing agricultural materials, paracargo drops, wildlife surveys, or low-level military operations such as close air support or attack missions.
B9.1.4.10	50 hours	PIC in make and model of aircraft to be used on this contract. (25 hours if the pilot has attended a formal training course which includes ground school for the make and model and a flight check.) (See B9.1.5.)
B9.1.4.11	100 hours	Total time in category, preceding 12 months.
B9.1.4.12	10 hours	PIC class in the preceding 60 days.

B9.1.5 A formal training course is a pilot course designed to increase the pilot's proficiency in a specific make and model of aircraft. Any course proposed to meet the intent of this paragraph must be FAA approved and AMD accepted. AMD will evaluate each course on a case-by-case basis.

B9.2 SMJ PIC trainee requirements.

B9.2.1 SMJ PIC trainees must demonstrate to an AMD inspector pilot their proficiency in the aircraft to be flown on contract prior to orientation. This flight check will normally be done in conjunction with the aircraft inspection.

B9.2.2 SMJ PIC trainees must attend an orientation session conducted by the Bureau of Land Management (BLM) on SMJ procedures. This session will consist of approximately 9 hours of classroom study with an SMJ instructor pilot (IP) and a check spotter. The orientation will consist of at least the following subjects:

1. Smokejumper mission
2. Smokejumper equipment
3. Cargo delivery systems
4. Spotter procedures
5. Communications

B9.2.3 SMJ PIC trainees who successfully complete the above orientation will be given flight training by the Contractor's SMJ IP in an aircraft approved under this contract. The training will consist of at least the following:

1. Emergencies in case of a jumper in tow or cargo in tow.
2. Simulated drop patterns for steamers, jumpers, and cargo.
3. Actual streamer drops.
4. Actual personnel drops.
5. Actual paracargo drops.
6. Calculation of density altitude and aircraft performance in mountainous terrain.

B9.2.4 All flight training will be recorded on the Smokejumper Training Form Exhibit. Records are to be kept by the Contractor's SMJ IP and provided to the AMD inspector pilot for final review.

B9.2.5 SMJ PIC trainees must fly a minimum of three actual or training fire missions with a SMJ IP check spotter following completion of the above training.

B9.2.6 SMJ PIC trainees must demonstrate to an AMD inspector their ability to conduct smokejumper/paracargo missions in actual or simulated fire missions after training is completed and with the recommendation of the SMJ IP and the Bureau of Land Management's check spotter.

B9.3 SIC minimum qualifications.

B9.3.1 The SIC shall have at least an FAA commercial pilot certificate with an instrument rating.

B9.3.2 The SIC shall have at least a second-class medical certificate issued under provisions of 14 CFR 67.

B9.3.3 The SIC must provide evidence of satisfactorily completing an FAA competency check (14 CFR 135.293 or

SECTION B – TECHNICAL SPECIFICATIONS

14 CFR 121 equivalent) for the make and model offered in this contract. This flight check must be kept valid throughout the contract period.

B9.4 Smokejumper instructor pilot.

B9.4.1 The Contractor must furnish at least one experienced SMJ PIC designated as an SMJ IP to manage smokejumper pilot performance and conduct smokejumper pilot training. This may include smokejumper pilot trainee development or recurrent training of qualified smokejumper pilots. At the Contractor's expense, a SMJ IP must be available at the aircraft's base of operations within 24 hours of request by the Government during performance under this contract.

B9.4.2 The SMJ IP must demonstrate their ability to an AMD pilot inspector and be approved as a smokejumper instructor pilot under this contract.

B9.4.3 Each designated SMJ IP must be knowledgeable of all practices and procedures related to aerial delivery of smokejumper personnel and equipment, and must have the ability to instruct smokejumper pilots.

B9.4.4 Each designated SMJ IP must have successfully completed at least 30 missions in the last 5 years or 10 missions within the last 24 months, as a DOI/USFS-approved smokejumper pilot.

B9.4.5 Each designated SMJ IP must have completed at least five smokejumper missions in the geographic areas and atmospheric conditions similar to the area where instruction will be given.

B10 Reserved

B11 Personnel Duty Limitations

The following limits notwithstanding, pilots and mechanics are expected to notify their manager if they become fatigued prior to reaching the duty day limit.

B12 Flight Crewmembers Duty and Flight Limitations

B12.1 Assigned duty of any kind must not exceed 14 hours in a 24-hour period. Duty includes flight time, ground duty of any kind, travel not considered local and standby. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time. Flight crewmembers must be subject to the following duty hour limitations:

B12.1.1 A maximum of 14 consecutive duty hours during any assigned duty period.

B12.1.1.1 The pilot must be given two 24-hour periods of rest (off duty) within any 14 consecutive calendar days. In

the conterminous United States, these two 24-hour rest periods shall be two calendar days off duty.

B12.1.1.2 The pilot must be given a minimum of 10 consecutive hours of rest (off duty) prior to any assigned duty period.

B12.2 Flight limitations.

B12.2.1 Each crewmember must report all flight time, regardless of how or where performed, except personal pleasure flying. Crewmembers and relief crewmembers reporting for duty may be required to furnish a record of all duty and/or flight time during the previous 14 days. This record will be used to administer flight and duty time limitations.

B12.2.2 Flight time to and from a duty station as a flight crewmember (commuting) must be reported and counted toward limitations if it is flown on a duty day. Flight time includes but is not limited to military flight time, charter, flight instruction, 14 CFR 61.56 flight review, flight examinations by FAA designees, any flight time for which a flight crewmember is compensated, or any other flight time of a commercial nature whether compensated or not.

B12.2.3 Pilot flight time computations will be in accordance with 14 CFR 1.1.

B12.2.4 Flight crewmembers will be limited to the following restrictions which fall within their duty hour limitations:

B12.2.4.1 A maximum of 8 hours' flight time (10 hours' flight time for a crew of two when flying point-to-point missions) during any assigned duty period.

B12.2.4.2 A maximum of 42 hours' flight time (50 hours' flight time for a crew of two when flying point-to-point missions) during any consecutive 6-day period. When a pilot acquires 36 or more flight hours (42 or more flight hours for a crew of two when flying point-to-point missions) in a consecutive 6-day period, the pilot(s) will be given the following 24 hour period off duty for rest, after which a new 6-day cycle will begin.

B12.3 Exceptions. Federal agencies may issue a notice reducing one or more of the following: the assigned duty period, maximum flight hours, length of personnel duty days. The notice issued may also increase number of days off and may be issued either for a specific geographic area or on an agency-wide basis.

B13 Mechanic Requirement

A mechanic (other than the pilot) must maintain the aircraft in accordance with the Contractor's FAA-approved maintenance program. The mechanic must remain at the

SECTION B – TECHNICAL SPECIFICATIONS

designated base and be available when aircraft maintenance is required or needed.

B14 Mechanic Qualifications

Any mechanic provided to support this contract must possess the required certificates and minimum qualifications shown below.

B14.1 A valid FAA mechanic certificate with airframe and power plant (A&P) ratings. The mechanic must have held the certificate or foreign equivalent certificate with both ratings for a period of 24 months.

B14.2 Been actively engaged in aircraft maintenance as a certificated mechanic for at least 18 months out of the 24 months immediately preceding the contract start date.

B14.3 Twelve months' experience as an A&P mechanic or foreign equivalent certificate in maintaining aircraft (3 of those 12 months must have been in the 2 years immediately preceding the contract start date).

B14.4 Maintained an aircraft of the same make and model as the contract aircraft for at least 3 months.

B14.5 Satisfactorily completed a manufacturer's maintenance course or an equivalent USDA Forest Service- or DOI NBC-Aviation Management-approved Contractor's training program for the same make and model of contract aircraft or show evidence that he/she has 12 months' maintenance experience on a aircraft of the same make and model as the contract aircraft.

B15 Mechanic Duty Limitations

Mechanics must not exceed the following duty time limitations:

B15.1 Within any 24-hour period, mechanics must have a minimum of 8 consecutive hours off duty immediately prior to the beginning of any duty day. Local travel up to a maximum of 30 minutes each way between the worksite and place of lodging will not be considered duty time.

B15.2 Mechanics must have 2 full days off duty during any 14-day period during the performance of this contract. Off duty days need not be consecutive.

B15.3 "Duty time" includes availability and work or alert status at any job site for which a mechanic is compensated or any other time of a commercial nature whether compensated or not.

B15.4 The mechanic is responsible for keeping the Government apprised of his/her duty limitation status.

B15.5 Relief or substitute mechanics reporting for duty under any contract may be required to furnish a record of all duty time during the previous 14 days.

B15.6 When the mechanic is serving as the fuel servicing vehicle driver, the more stringent duty limitations will apply.

B16 Reserved

B17 Reserved

B18 Relief Crew Requirement

B18.1 The Contractor must provide a qualified relief crew consisting of a pilot and copilot (if required by make and model offered) that is available to perform duties during the regular crewmember's scheduled days off.

B18.2 The Contractor must provide a planned schedule of relief duty days to the Contracting Officer's Representative (COR) at the start of the exclusive use period. Relief crewmembers must arrive at the designated base before the scheduled duty period begins to ensure compliance with rest periods set forth herein.

OPERATIONS

B19 Pilot Authority and Responsibilities

The Contractor must ensure that the pilot is responsible for: (1) operating the aircraft within its operating limits, (2) the safety of the aircraft, (3) its occupants, and (4) the cargo. The contract pilot:

B19.1 Must comply with Government directions, except, when in the pilot's judgment, such compliance would violate Federal or State regulations or contract terms and conditions. The pilot has final authority to determine whether the flight can be accomplished safely and must refuse any flight or landing which is considered hazardous or unsafe.

B19.2 Must not permit any passenger to ride in the aircraft or any cargo to be loaded therein unless authorized by the CO or his/her authorized representative.

B19.3 Must be responsible for computing the aircraft's weight and balance for all flights and for ensuring that the gross weight and center of gravity do not exceed the aircraft's limitations. The pilot must also properly secure all cargo.

B19.4 Must calculate aircraft performance to include:

- a. Takeoff, accelerate stop and landing distances required versus runway available.
- b. Single engine climb performance. Aircraft must be loaded and configured to provide at least 0.6% single engine gross climb gradient on takeoff. This only

SECTION B – TECHNICAL SPECIFICATIONS

applies when in the smokejumper/paracargo configuration; otherwise, the manufacturer and/or FAA limitations must be complied with.

Under no circumstances will a takeoff be attempted if existing environmental conditions at takeoff cannot be accurately addressed in the aircraft flight manual (AFM) or pilot's operating handbook (POH).

B19.5 May perform preventive maintenance in accordance with 14 CFR 43.3(h) or with the Contractor's operational specifications as appropriate.

B19.6 May function as a mechanic when the aircraft is not available due to required maintenance provided that:

B19.6.1 The pilot has met all of the mechanic qualifications and experience requirements specified herein.

B19.6.2 Any time that the pilot is engaged in mechanic duties will apply against the pilot's duty limitations. All time in excess of 2 hours (not necessarily consecutive) will apply against the pilot's flight limitations.

B19.6.3 The pilot does not accomplish scheduled maintenance such as 50- and 100-hour inspections. Any maintenance performed will be recorded in accordance with section B29.

B20 Flight Operations

The Contractor must ensure that all personnel operate in compliance with the following requirements:

B20.1 Dispatches are extremely time sensitive and must be accommodated without undue delay without compromising safety.

B20.2 Manifesting. The pilot-in-command must ensure that a manifest of all crewmembers and passengers on board has been completed and that a copy of this manifest shall remain at the point of initial departure. Manifest changes will be left at subsequent points of departure when practicable. A single manifest of all passengers involved may be left with an appropriate person in those instances when multiple short flights will be made within a specific geographical area and will involve frequent changes of passengers.

B20.3 Passenger briefings. Before each takeoff, the PIC shall ensure that all passengers have been briefed in accordance with the briefing items contained in 14 CFR 135. Additionally, the briefing must describe the location/use of the following:

- a. Aircraft hazards
- b. Emergency locator transmitter (ELT)
- c. First aid kit
- d. Personal protective equipment

e. Gear and cargo security

B20.4 Dual controls. The pilot shall brief passengers to remain clear of the flight controls at all times.

B20.5 Day/night use. Both day and night flight may be required by this contract.

B20.6 Flight plans. Pilots must file and operate on an FAA, International Civil Aviation Organization (ICAO), or DOI bureau flight plan. Contractor flight plans are not acceptable. Flight plans must be filed prior to takeoff when possible.

B20.7 Flight following. Pilots are responsible for flight following with the FAA, ICAO, and/or in accordance with the DOI bureau's approved procedures. Check-in intervals shall not exceed 1-hour intervals under normal circumstances.

B20.8 Smoking will not be allowed in the aircraft.

B20.9 Low-level flight (below 500 feet above ground level) will be required. The minimum safe altitude requirements of 14 CFR 91.119 must be adhered to at all times, except when a certificate of waiver has been issued by the FAA.

B21 Security of Aircraft and Equipment

B21.1 The Contractor is responsible for the security of their contract aircraft, vehicles, and associated equipment at all times.

B21.2 Physical security. Any aircraft used under this contract must be physically secured and disabled via a dual-lock method whenever the aircraft is unattended. Any combination of two different antitheft devices designed to prevent unauthorized use of the aircraft is acceptable provided the devices are appropriate for the aircraft. Operational environments and personnel safety must be considered when selecting the locking devices and methods to be used.

B21.3 Removal and/or disabling of locking devices and methods must be incorporated into preflight checklists to prevent accidental damage to the aircraft and must be installed in a manner which precludes their inadvertent interference with in-flight operations.

B21.4 Unacceptable locking devices and security methods are:

Locking aircraft doors
Fenced or gated parking area
Guard dog

SECTION B – TECHNICAL SPECIFICATIONS

B22 Personal Protective Equipment (PPE) for Flight Operations

The Contractor must provide and require Contractor personnel to wear PPE for flight operations. The following PPE must be operable and maintained in accordance with the manufacturer's instructions throughout contract performance.

B22.1 Long-sleeved shirt and trousers (or long-sleeved flight suit) made of fire-resistant polyamide or aramid material or equal. Pilots must wear boots made of all-leather uppers that come above the ankles and leather or polyamide or aramid gloves. The shirt, trousers, boots, and gloves must overlap to prevent exposure to flash burns. Clothing must contain labels identifying the material either by brand name or mil spec.

B23 Reserved

B24 Special Permit Authorization for Transportation of Hazardous Materials

B24.1 The Contractor may be required to transport hazardous materials. Such transportation shall be in accordance with 49 CFR, Department of Transportation special permit DOT-SP-9198, and the *Department of the Interior/U.S. Forest Service Interagency Aviation Transport of Hazardous Materials Handbook/Guide*. A copy of the current special permit, DOI handbook, and *DOT Emergency Response Guidebook* (ERG) must be carried aboard each aircraft transporting hazardous materials. It is the Contractor's responsibility to ensure that each employee that may perform a function subject to this DOT special permit receives required training. The required training is only satisfied by completing the DOI's module A-110, Aviation Transportation of Hazardous Materials. The training can be completed online at <http://www.iat.gov>. Documentation of this training shall be retained in the employee's records and be made available to the Government when requested.

Note: The DOT special permit and the DOI handbook are available online at <http://amd.nbc.gov>. The Contractor is responsible for obtaining the *DOT Emergency Response Guidebook*.

B25 Fuel and Servicing Requirements

B25.1 General

B25.1.1 The Contractor must supply all fuel and lubricating oils required to operate all equipment during the contract period. For operations in Fort Wainwright or Galena, Alaska, fuel is provided. However, the Contractor must be capable of providing all fueling requirements operating away from these two locations and any other location including all the lower 48 States. All fuel must be commercial (or military) grade aviation fuel approved for use by the

airframe and engine manufacturer. Only fuels meeting American Society for Testing and Material (ASTM) or military specifications are authorized for use. ASTM D-1655 (Jet A, A-1, or B), Mil T-5624 (JP-4, JP-8, JP-5).

B25.1.2 Contractors must ensure that fuel obtained from distributors or fixed-base operators (FBO) meets the specifications of B25. The Contractor must keep all fuel delivery tickets available throughout the entire contract period.

B25.2 Operations. The Contractor must ensure that:

B25.2.1 Government personnel are not on board the aircraft during refueling operations.

B25.2.2 Government personnel are not involved with refueling of contract aircraft, unless the pilot has determined that it is an absolute necessity due to an emergency situation.

B25.2.3 Smoking is prohibited within 50 feet of the aircraft and fuel servicing vehicles.

B25.2.4 Cell phone use is prohibited within 50 feet of the aircraft during fueling operations.

AIRCRAFT MAINTENANCE REQUIREMENTS

B26 General - Maintenance

The Contractor must ensure that the aircraft and all required equipment are operated and maintained in accordance with the manufacturer's specifications.

B27 Airworthiness Directives (ADs) and Manufacturer's Mandatory Service Bulletins (MMSBs)

B27.1 The Contractor must comply with all applicable MMSBs and Federal Aviation Administration (FAA) ADs before and during contract performance.

B27.2 The Contractor must provide and make available a list of the ADs and FAA ADs applicable to the contract aircraft in a format similar to that in AD 43-9C, as revised. Signatures of persons verifying accuracy of the list is required.

B28 Manuals/Records

B28.1 The Contractor must ensure that all contract aircraft maintenance is recorded in accordance with 14 CFR Parts 43, 91, and 135 (reference 14 CFR Parts 43.9, 43.11, 91.417, and 135.439) and that a copy of the aircraft's record is kept with the aircraft.

B28.2 If requested by the Government, the Contractor must furnish to the COTR a copy of the Contractor's procedures

SECTION B – TECHNICAL SPECIFICATIONS

manuals, as outlined in 14 CFR Part 135 or 121 along with any revisions made during the contract period.

B28.3 Before the start date of the contract, the Contractor must ensure that all maintenance deficiencies have been corrected or deferred in accordance with the operator's accepted/approved maintenance program. Deferred discrepancies will be evaluated and the aircraft approved for contract use on a case-by-case basis. In accordance with the appropriate Federal Aviation Regulations or the approved maintenance program, the Contractor must correct deficiencies that occur during contract performance.

B29 Maintenance

B29.1 All maintenance, including inspection, rebuilding, alteration, and installation must be accomplished by a person authorized to perform maintenance in accordance with 14 CFR 43.

B29.2 The Contractor must ensure that all maintenance must be performed by a properly certified mechanic who meets the FAA requirements under 14 CFR 65. All maintenance must be in accordance with the procedures outlined in the operator's FAA-approved/accepted maintenance program. Aircraft time-in-service must be recorded.

B29.3 Routine maintenance must be performed before or after the daily use or as approved by the COR.

B29.4 All fire extinguishers must be maintained in accordance with *NFPA 10: Standards for Portable Fire Extinguishers* or the Contractor's 135 or 121 operations manual.

B30 Maintenance Test Flight

B30.1 The Contractor must, at their own expense, perform a functional maintenance checkflight following installation, overhaul, major repair, or replacement of any engine, propeller, or flight control system, or when requested by the CO. This must be accomplished before the aircraft resumes service under the contract.

B30.2 The Contractor must immediately notify the COR and COTR of any change to any engine, propeller, flight control or major airframe component or of any major repair following an incident or accident and must describe the circumstances involved.

B31 Time Between Overhaul (TBO) and Life-Limited Parts

B31.1 All components, including engines, must be replaced upon reaching the factory-recommended TBO or FAA-approved extension. Life-limited parts must be replaced at the specified time-in-service hours or cycles.

B31.2 Aircraft operated with engines, propeller, components, or accessories on approved TBO extension programs are acceptable provided (1) the Contractor is the holder of the approved extension authorization (not the owner if the aircraft is leased) and (2) the Contractor operates in accordance with the extension authorization.

B31.3 The Contractor must supply, at the time of the initial agency inspection, a list of all items installed on the aircraft that are required to be overhauled or replaced on a specified time basis. This list must include the component's name, part number, serial number, total time, service life (or inspection/overhaul time interval), and time and date when component was overhauled, replaced, or inspected.

B32 Weight and Balance

B32.1 The aircraft's required weight and balance data must be determined by actual weighing of the aircraft within 36 calendar months preceding the starting date of the contract, or renewal period, and following any major repair or major alteration or change to the equipment list which significantly affects the center of gravity of the aircraft.

B32.2 All aircraft must be weighed on scales that have been certified as accurate within the preceding 24 calendar months. Any accredited weights and measures laboratory may serve as the certifying agency.

B32.3 The Contractor must compile a list of equipment installed in the aircraft at the time of weighing. Each page of the equipment list must identify the specific aircraft by its serial and registration numbers and must be dated to indicate the last date of weighing or computation. Items which may be easily removed or installed for aircraft configuration changes (seats, doors, radios and special mission equipment, etc.) must also be listed including the name, the weight and arm of each item. The weight and balance must be revised each time new equipment is installed or old equipment is removed. Weight and balance procedures under 14 CFR Parts 23.29 and 23.1589 are acceptable.

SECTION C – CONTRACT TERMS AND CONDITIONS

SECTION C – CONTRACT TERMS AND CONDITIONS

CONTRACT CLAUSES

C1 Contract Terms and Conditions – Commercial Items (52.212-4 FEB 2012) [Tailored SEPT 2005]

(SEE ADDENDA WHICH FOLLOWS IMMEDIATELY AFTER CLAUSE 52.212-5)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee's may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of

common carriers. The Contractor shall notify the CO in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the CO of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer -Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* –

SECTION C – CONTRACT TERMS AND CONDITIONS

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt Payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic funds transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall --

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(V) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if --

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision

shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor

SECTION C – CONTRACT TERMS AND CONDITIONS

for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *Central Contractor Registration (CCR).*

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (q)(2)(i) of this clause, or fails to perform the agreement at paragraph (q)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

C2 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (FEB 2012)

(a) The Contractor shall comply with the following Federal Acquisition Regulations (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) Public L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by

SECTION C – CONTRACT TERMS AND CONDITIONS

reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (SEPT 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter I (41 U.S.C. 251 note)).

☐ (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (FEB 2012) (Pub. L. 109-282) (31 U.S.C. 6101 Note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub.L. 111-5).

☒ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note).

☐ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2012) (41 U.S.C.2313)

☐ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L 110-161.

☐ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C 657a).

☐ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (11) [Reserved]

☐ (12) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011)(15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003)(15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004 of 52.219-7.

☒ (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011)(15 U.S.C. 637 (d)(2) and (3)).

☐ (15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011)(15 U.S.C. 637(d)(4).

☐ (ii) Alternate I (OCT 2001) of 52.219-9.

☐ (iii) Alternate II (OCT 2001) of 52.219-9.

☐ (iv) Alternate III (JUL 2010) of 52.219-9.

☐ (16) 52.219-3, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C 644(r).

☒ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14).

☐ (18)(i) 52.219-16, Liquidated Damages – Subcontracting Plan (JAN 1999) (15U.S.C. 637(d)(4)(F)(i).

☐ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

☐ (ii) Alternate I (JUNE 2003) of 52.219-23.

☐ (20) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (DEC 2010)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (21) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

☒ (23) 52.219-28, Post Award Small Business Program Representation (APR 2009) (15 U.S.C. 632(a)(2).

☐ (24) 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (NOV 2011).

☐ (25) 52.219-30 Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (NOV 2011).

☒ (26) 52.222-3, Convict Labor (JUNE 2003)(E.O. 11755).

☐ (27) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

☒ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (29) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246).

☒ (30) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2010)(38 U.S.C. 4212).

☒ (31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

☒ (32) 52.222-37, Employment Reports on Veterans (SEPT 2010)(38 U.S.C. 4212).

☒ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O. 13496).

☒ (34) 52.222-54, Employment Eligibility Verification (JAN 2009). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)(42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

SECTION C – CONTRACT TERMS AND CONDITIONS

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)(E.O. 13423).

☐ (ii) Alternate I (DEC 2007) of 52.223-16.

☒ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513)

☐ (39) 52.225-1, Buy American Act-Supplies (FEB 2009)(41 U.S.C. 10a - 10d).

☐ (40)(i) 52.225-3, Buy American Act - Free Trade Agreements-Israeli Trade Act (JUN 2009) (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

☐ (ii) Alternate I (JAN 2004) of 52.225-3.

☐ (iii) Alternate II (JAN 2004) of 52.225-3.

☐ (41) 52.225-5, Trade Agreements (JUN 2009)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (42) 52.225-13, Restriction on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

☐ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150)

☐ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (46) 52.232-30, Installment Payments for Commercial Items (OCT 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☒ (47) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003)(31 U.S.C. 3332).

☐ (48) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999)(31 U.S.C. 3332).

☐ (49) 52.232-36, Payment by Third Party (FEB 2010)(31 U.S.C. 3332).

☐ (50) 52.239-1, Privacy or Security Safeguards (AUG 1996)(5 U.S.C. 552a).

☐ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, *et seq.*).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*). (See Exhibits)

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41 U.S.C. 351, *et seq.*).

☐ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).

☐ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

SECTION C – CONTRACT TERMS AND CONDITIONS

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010)(15 U.S.C. 637 (d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved.]

(iv) 52.222-26, Equal Opportunity (MAR 2007)(E.O. 11246);

(v) 52.222-35, Equal Opportunity for Veterans (SEPT 2010)(38 U.S.C. 4212);

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010)(29 U.S.C. 793);

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)(E.O.13496), Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services – Requirements (FEB 2009) (41 U.S.C. 351, *et seq.*).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clauses 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.- Flag Commercial Vessels (FEB 2006)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

ADDENDA TO CONTRACT TERMS AND CONDITIONS

C3. Inspection/Acceptance (52.212-4(a)), the following is added

C3.1 Inspection Scheduling and Process. After either contract award or renewal, the COTR will schedule a date to inspect the Contractor's proposed aircraft, equipment and personnel to ensure contract compliance. The inspection will be conducted at the designated base, Contractor's facility or other location acceptable to the Government. The inspection will be scheduled to commence as early as 60 days and not later than three days (excluding weekends and holidays) prior to the established reporting date, unless otherwise mutually agreed upon by the COTR and the Contractor. The inspection time and date will be scheduled for between 0730 and 1630 local time, Monday through Friday, unless otherwise agreed upon by the COTR. The COTR will confirm the inspection details in writing. Contractor written requests for inspection rescheduling that are received by the COTR at least 10 days prior to the originally scheduled inspection date may be accommodated by the COTR, depending upon their work schedule.

C3.2 The Contractor must provide information specific to the aircraft, equipment, and personnel being proposed for use during each year of the contract when requested by the COTR.

C3.3 Approved aircraft, fuel servicing vehicles, pilots and mechanics will be issued an Interagency Aircraft Data Card, an Interagency Data Card - Fuel Service Vehicle, Interagency Pilot Qualification card or Interagency Mechanic Qualification Card, as applicable. The aircraft and pilot cards detail the activities for which they are authorized. The fuel servicing vehicle card only indicates that the vehicle meets the additional equipment specified in Section B, and in no way indicates that the vehicle meets any requirement of 49 CFR. The Contractor must ensure that:

C3.3.1 The aircraft data card is kept in the aircraft and available for inspection at all times.

C3.3.2 The pilot qualification card is kept in the possession of the pilot and available for inspection at all times.

C3.3.3 The fuel service vehicle data card is kept in the fuel servicing vehicle and available for inspection at all times.

C3.4 If the COTR determines any aircraft/equipment/personnel and records/documents presented for inspection are not completely ready for the inspection or are determined to be nonconforming as required by the contract, the COTR may suspend the inspection(s) and schedule a reinspection for another time/date/site. The Contractor may be charged for the cost of reinspection, in accordance with Section C3.10.

SECTION C – CONTRACT TERMS AND CONDITIONS

C3.5 Equipment

C3.5.1 The aircraft will be inspected to ensure compliance with all contract requirements. The Government may require in-flight dynamic testing of aircraft systems. This testing may be conducted in conjunction with pilot evaluation flight(s), and will be performed at no cost to the Government.

C3.5.2 (As applicable) Fuel servicing vehicle(s), fuel cache(s) and other equipment will be inspected to ensure contract compliance.

C3.6 Personnel

Key Personnel:

Award of this contract was made in part by the contractor's offer of specific personnel and or skill levels and experience offered to perform the required services. Such personnel are considered to be Key Personnel and are essential to the work to be performed. The contractor hereby agrees to furnish those Key Personnel in the performance of this contract. Prior to diverting the specified individuals to other projects or programs, the contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact of the program. No diversion shall be made by the contractor without written consent of the Contracting Officer.

Replacement personnel shall meet or exceed the skill, experience, and knowledge possessed by the key individual the contractor is intending to replace. A complete resume, equal to the detail provided in the contractor's original proposal shall be submitted for any proposed substitutions. The Contracting Officer shall determine acceptability of a replacement.

Key Personnel will be identified on AMD-68 inspection forms under this contract.

C3.6.1 Pilots. Only those individuals whose past flight time and experience can be verified from log books, employment records, etc., will be approved for contract use. The Contractor cannot substitute any pilot flight evaluation time for any of the total pilot flight hour requirements listed in this contract

C3.6.1.1 The COTR's representative will conduct a pilot flight evaluation to further verify pilot(s)' ability to perform under this contract, when determined necessary. The evaluation may include but is not limited to: weight and balance performance, center of gravity limitations, aircraft performance charts, density altitude considerations, load calculation preparation and actual flying of the aircraft. Portions of the evaluation may be evaluated orally. The flight

evaluation will be conducted in accordance with the Interagency Airplane Practical Test Standard (IPTS) and FAA Commercial Practical Test Standards (PTS). A pilot must also be capable of demonstrating proficient operation of all aircraft equipment identified in Section B during an evaluation flight.

C3.6.1.2 The aircraft used for the evaluation(s) must be the same make, model, and series awarded for this contract and be equipped with dual controls. Flight evaluation(s) will usually be performed in areas that provide access to terrain similar to that to be flown during the contract period. Flight evaluations are conducted at the Contractor's expense.

C3.6.1.3 During the flight evaluation, pilot inspectors retain discretionary authority in determining the competency of the pilot. The Government will make the final determination as to the pilot's ability to successfully meet contract requirements.

C3.6.1.4 Services provided under this contract require DOI special use flight activities as identified herein. Pilots must have satisfactorily completed an agency initial and/or periodic flight evaluation(s) for these activities before being approved for use under the contract, unless otherwise indicated in the contract. The COTR will provide detailed information concerning the types and frequency of special use pilot flight evaluations when requested.

Resource reconnaissance

Fire reconnaissance

Air tactical group supervision (airplane only)

Wheel operations on unprepared landing areas (airplane)

Aerial ignition

C3.7 (If applicable) Each fuel servicing vehicle driver may be requested to demonstrate an acceptable knowledge of correct fueling procedures and of all fueling and safety equipment on the fuel servicing vehicle.

C3.8 Mechanics will be inspected to ensure they meet the contract requirements. Only those individuals whose past experience can be verified from log books, employment records, etc., will be approved for contract use.

C3.9 Substitute Personnel, Aircraft, or Equipment

C3.9.1 The Contractor may request the use of substitute personnel, aircraft, or equipment that was not initially approved for use. All proposed substitutes must meet pertinent contract specifications and be subject to inspections and approvals identified herein prior to use. The Contractor must submit a written request for inspections of substitutes to the COTR seven days prior to the scheduled arrival at the site. Requests received with fewer than seven days' notice will be accomplished as permitted by the COTR's schedule. After the first 120 calendar days, the Government will, at no cost to the Contractor, inspect substitute personnel and/or equipment on a basis of one inspection per quarter. The Government

SECTION C – CONTRACT TERMS AND CONDITIONS

may charge the Contractor for the cost of any substitute inspections in accordance with Section C3.10.

C3.9.2 The Contractor must transport substitute personnel, aircraft, or equipment to the point of use at their expense.

C3.9.3 The bureau may require substitute pilots to obtain up to three hours each of training or orientation flight time at Contractor's expense. (This flight time is in addition to any necessary pilot evaluation flight(s)).

C3.10 Reinspection Expenses

C3.10.1 The Contractor must be liable for all Government incurred reinspection costs. Inspection expenses may be deducted from payments due the Contractor.

C3.10.2 Costs may include, but are not limited to, inspector(s)' time to include travel time at \$75.00 per hour, and transportation and subsistence at actual cost.

C4 Taxes (52.212-4(k)), the following is added

C4.1 **Federal Airport and Airway Excise Taxes.** Chapters 31 and 33 of the Internal Revenue Code, (26 U.S.C. 4041, 4261 et seq) impose an excise tax on aviation in one of two ways (1) as a fuel tax or (2) as a transportation tax on transportation of passengers and cargo for aircraft having maximum certificated weights in excess of 6,000 pounds. In addition, the Domestic Segment Tax may also apply to flights conducted under this contract.

C4.2 In order to establish the basis for tax, the Contractor shall be responsible for ensuring that the electronic invoice for payment is completed showing each departure and arrival location using FAA airport identifier codes (or locally assigned codes), and that the total number of passengers and cargo for each segment is entered.

C4.3 The information contained herein was current at the time of contract award. Changes imposed by the Internal Revenue Service (IRS) and/or Revenue Rulings shall take precedence over this contract provision. Full text of IRS Revenue Rulings may be found at TaxLinks.com. For additional information on Federal Fuel Taxes and Federal Transport taxes see IRS Publication No. 510 available at: www.irs.gov.

C4.4 **Fuel Tax.** Fuel tax (Section 4041 of the IRS Code) is applicable, and this contract requires Contractor-furnished fuel. The Contractor is responsible for paying the fuel tax and including such taxes in their bid price.

C4.5 **Transportation Tax.** When the transportation tax on passengers and/or cargo (Section 4261 and 4271 of the IRS Code) is applicable, it is the Contractor's responsibility to make claim for the applicable tax on the electronic invoice

by annotating whether the tax applies to each line item by indicating one of four codes; "P" for Passenger Tax, "C" for Cargo Tax, "B" for Both taxes, or "N" for no tax. The current percentages (as taken from IRS Publication 510) have been programmed into the DOI, NBC, Aviation Management System (AMS) and are electronically computed based upon the code entered by the Contractor and are subsequently identified on each AMS line entry submitted for payment. Any exceptions to this procedure shall be coordinated with the Contracting Officer. If transportation taxes are paid, then the tax imposed by Section 4041 of the IRS Code (Fuel Tax) does not apply and shall be credited.

C4.6 **Exemptions.** The Internal Revenue Service and the U.S. Treasury Department have issued several rulings regarding the imposition of transportation taxes. The Department of the Interior is not exempt from the tax on aviation fuel.

A) Revenue Rule 72-156 Exempts aircraft from passenger and cargo tax under Section 4261 (Tax on Air Transport of Persons) and 4271 (Tax on Air Transport of Cargo) of the IRS Code when hauling and dropping fire retardant or water. This exempts airtanker operations from the tax.

This Revenue rule also clarifies that either the transportation taxes (passenger and/or cargo) apply to any one use of an aircraft. Where there is a possibility of either the transportation taxes or fuel taxes applying, it is necessary to determine on a flight-by flight basis whether the aircraft involved in being used in a business of transporting persons or property for compensation or hire, so as to be subject to the transportation tax rather than the fuel taxes. If transportation taxes are paid, then the tax on fuel does not apply.

B) Revenue Rule 76-477 Exempts aircraft from passenger and cargo taxes under Sections 4261 and 4271 of the IRS Code when if an aircraft is used with only the Contractor's employees aboard, such as flights to spot fire or drop fire retardant chemicals. This exemption would apply to helicopter bucket operations, when the flight is conducted with only the Contractor's employees aboard.

C4.7 **Domestic Segment Tax - Domestic Segment Tax** may apply to services provided under this contract (aircraft having a 6,000 lbs, or more certificated gross take off weight) if the services involve flight segments from airports that have more than 100,000 commercial passengers departing by air during the calendar year. A segment is a single takeoff and a single landing.

C4.8 **Rural airports** (under 100,000 commercial passenger departures) may be exempt from the segment tax providing they are not located within 75 miles of another airport where 100,000 or more commercial passengers departed during the second preceding calendar year or the airport was receiving

SECTION C – CONTRACT TERMS AND CONDITIONS

essential air service subsidies as of August 5, 1997 or the airport is not connected by a paved road to another airport. A listing of rural airports can be found on the Department of Transportation website at: <http://ostpxweb.dot.gov/aviation/domav/ruralair.pdf>

C5 Invoice Submission

C5.1 The Contractor shall make electronic payment invoice requests through a controlled Department of the Interior (DOI) electronic invoicing and reporting system. An electronic report will be initiated by the Contractor documenting daily services provided as set forth by the contract, and when submitted for payment becomes the Contractor's invoice. More specific invoicing information will be provided at time of contract award.

C5.2 Supporting invoice(s) and/or documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.) shall be attached electronically to the applicable report. Failure to include such documentation would result in rejection of the report back to the Contractor for inclusion and resubmission.

C5.3 Payment invoices are to be submitted no sooner than every two weeks or upon conclusion of a project, if less than two weeks duration. Services provided must be shown on a daily basis.

C5.A Electronic Invoicing and Payment Requirements – Internet Payment Platform (IPP) (September 2011)

Effective when notified by the government -- Payment requests must be submitted electronically through the U. S. Department of the Treasury's Internet Payment Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

- Documents required Aircraft Use Reports (AMD Form 23E) documenting daily services provided as set forth by their contract. This form must have the appropriate Government Representative signature approving the services.
- Supporting invoice(s) and/or documentation as required by the contract to support actual additional pay items (i.e. relief transportation costs, tie-downs, landing fees, etc.).

The Contractor must use the IPP website to register, access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in CCR) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) within 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email ippgroup@bos.frb.org or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

GENERAL CONTRACT TERMS AND CONDITIONS

C6 Type of Contract (52.216-1 APR 1984). The Government contemplates award of a firm-fixed indefinite delivery/indefinite quantity type contract.

C6.1 Indefinite Quantity (52.216-22 (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the end of the performance period of this contract.

C6.2 Ordering. (52.216-18 OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award

SECTION C – CONTRACT TERMS AND CONDITIONS

through the performance period of each year of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods, only when authorized in the schedule.

C6.3 Order Limitations. (52.216-19 OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount less than the guaranteed daily availability or guaranteed flight hours as shown in Section A, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

(1) Any order for a single item in excess of \$2,500,000;

(2) Any order for a combination of items in excess of \$9,500,000 or

(3) A series of orders from the same ordering office within two calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) Notwithstanding paragraphs (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor's intent not to perform and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C7 Personal Identity Verification of Contractor Personnel (52.204-9 SEPT 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subContractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

C7 Contractor Personnel Security Requirements

C7.1 It has been determined that Contractor personnel utilized in the support of this contract will not be allowed routine and regular unsupervised access to a federally controlled facility for more than 180 days, nor will they need

unsupervised access to a Federally controlled Level 3 or 4 information system.

C7.2 Contractor employees utilized in support of this contract, will be treated as visitors (uncredentialed Contractor) and not be required to receive background investigations and credentialing. However, uncredentialed Contractors may be subject to the screening processes utilized at each federally controlled facility where the Contractor services are required. As a minimum, Contractor employees will be issued a temporary/visitor badge and shall display it at all times during contract performance when accessing a federally controlled facility. The COR is responsible for ensuring that all Contractor employees are issued a temporary/visitor badge.

C8 Availability of Funds for the Next Fiscal Year (52.232-19 APR 1984)

Funds are not presently available for performance under this contract beyond September 30th. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30th until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

C9 Aircraft Insurance

The Contractor must maintain as a minimum, aircraft insurance coverage required by 14 CFR, Part 205, during contract performance.

C10 Reserved

C11 Notice of Contractor Performance Assessment Reporting System (July 2010)

(a) FAR 42.1502 directs all Federal agencies to collect past performance information on contracts. The Department of the Interior (DOI) has implemented the Contractor Performance Assessment Reporting System (CPARS) to comply with this regulation. One or more past performance evaluations will be conducted in order to record your contract performance as required by FAR 42.15.

(b) The past performance evaluation process is a totally paperless process using CPARS. CPARS is a web-based system that allows for electronic processing of the performance evaluation report. Once the report is processed, it is available in the Past Performance Information Retrieval System (PPIRS) for Government use in evaluating past performance as part of a source selection action.

(c) We request that you furnish the Contracting Officer with the name, position title, phone number, and

SECTION C – CONTRACT TERMS AND CONDITIONS

email address for each person designated to have access to your firm's past performance evaluation(s) for the contract no later than **30 days after award**. Each person granted access will have the ability to provide comments in the Contractor portion of the report and state whether or not the Contractor agrees with the evaluation, before returning the report to the Assessing Official. The report information must be protected as source selection sensitive information not releasable to the public.

(d) When your Contractor Representative(s) (Past Performance Points of Contact) are registered in CPARS, they will receive an automatically-generated email with detailed login instructions. Further details, systems requirements, and training information for CPARS is available at <http://www.cpars.csd.disa.mil/>. The CPARS User Manual, registration for On Line Training for Contractor Representatives, and a practice application may be found at this site.

(e) Within 60 days after the end of a performance period, the Contracting Officer will complete an interim or final past performance evaluation, and the report will be accessible at <http://www.cpars.csd.disa.mil/>. Contractor Representatives may then provide comments in response to the evaluation, or return the evaluation without comment. Comments are limited to the space provided in Block 22. Your comments should focus on objective facts in the Assessing Official's narrative and should provide your views on the causes and ramifications of the assessed performance. In addition to the ratings and supporting narratives, blocks 1 – 17 should be reviewed for accuracy, as these include key fields that will be used by the Government to identify your firm in future source selection actions. If you elect not to provide comments, please acknowledge receipt of the evaluation by indicating "No comment" in Block 22, and then signing and dating Block 23 of the form. Without a statement in Block 22, you will be unable to sign and submit the evaluation back to the Government. If you do not sign and submit the CPAR within 30 days, it will automatically be returned to the Government and will be annotated: "The report was delivered/received by the contractor on (date). The contractor neither signed nor offered comment in response to this assessment." Your response is due within 30 calendar days after receipt of the CPAR.

(f) The following guidelines apply concerning your use of the past performance evaluation:

(1) Protect the evaluation as "source selection information." After review, transmit the evaluation by completing and submitting the form through CPARS. If for some reason you are unable to view and/or submit the form through CPARS, contact the Contracting Officer for instructions.

(2) Strictly control access to the evaluation within your organization. Ensure the evaluation is never released to persons or entities outside of your control.

(3) Prohibit the use of or reference to evaluation data for advertising, promotional material,

preaward surveys, responsibility determinations, production readiness reviews, or other similar purposes.

(g) If you wish to discuss a past performance evaluation, you should request a meeting in writing to the Contracting Officer no later than seven days following your receipt of the evaluation. The meeting will be held in person or via telephone or other means during your 30-day review period.

(h) A copy of the completed past performance evaluation will be available in CPARS for your viewing and for Government use supporting source selection actions after it has been finalized.

C11.A 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters. (Jan 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

C12 Prework Meeting

A prework meeting between the Government and the Contractor along with their primary crew members is typically held at or near the starting designated base and is usually in conjunction with the start of the exclusive use period. The Contractor's primary crew members must attend any prework meeting that is scheduled. The meeting may include, but is not limited to: (1) review of the contract in detail; (2) operational procedures (dispatch, flight following, hazard/risk assessment and reduction, airspace coordination, incident/accident reporting, etc.); and (3) review of the local base procedures.

SECTION C – CONTRACT TERMS AND CONDITIONS

C13 DIAR 1452.201-70 Authorities and Delegations (SEP 2011)

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment. The COR for this contract will be:

[COR/COTR will be identified at the time of award through a designation letter from the CO]

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

- 1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- 2) Waive or agree to modification of the delivery schedule;
- 3) Make any final decision on any contract matter subject to the Disputes Clause;
- 4) Terminate, for any reason, the Contractor's right to proceed;
- 5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

C14 AQD Services Greening Clause

(a) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.

(b) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double sided copying, and the use and purchase of 30% post consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

C15. Contractor Responsibilities - Conduct of Business on a Military Installation.

Performance under this contract involves basing aircraft, support equipment and personnel on military installations. The Department of the Interior, Bureau of Land Management, Alaska Fire Service has Support Agreements covering the use of the grounds and facilities. The Contractor agrees to cooperate in the adherence to the terms of said agreements as a condition of performing under this contract.

C15.1 Rules Of Conduct And Regulations

The Contractor and its employees are expected to adhere to the rules of conduct and regulations prescribed by the military installation Commander applicable to civilians entering or doing business with the Government on military installations. The contractor and its employees shall be required to maintain automobile insurance on company and personal owned vehicles that are used on the military installation.

C15.1.1 The minimum vehicle insurance levels are those prescribed by the State of Alaska. A certificate of insurance is required for entry to Ft. Wainwright. Vehicle operators shall be prepared to show proof of insurance upon request of the Military or BLM personnel.

C15.1.2 Contractor shall submit the vehicle identification number (VIN) for all restricted Bureau of Land Management

SECTION C – CONTRACT TERMS AND CONDITIONS

retardant ramp site vehicles to the Contracting Officer 10 days prior to award or when such vehicles are presented to the site. The Government will reserve the right to require insurance on the restricted ramp site vehicles.

C15.1.3 The Government will issue Fort Wainwright base vehicle passes. Passes are available at the Ft. Wainwright front gate and/or Army Vehicle Registration Office. A driver's license, current registration, and auto insurance must be presented to the Provost Marshal's Office to obtain the pass.

C15.2 Government Identification Cards - Contractor Employees

C15.2.1 Contractor employees, who are assigned to operate in and out of Ft. Wainwright, Alaska may be issued an U.S. Government Identification Card. The Bureau of Land Management, Alaska Fire Service, will issue this card. The card will be clearly marked as "Contractor Employee" and include the name of the contractor they are employed by. This Identification Card is the property of the U.S. Government.

C15.2.2 Identification cards shall be returned to the COR upon request at any time. Cards shall also be returned to the COR upon the employee's release either at the end of each exclusive use period or upon permanent dispatch to an alternate base.

C15.2.3 The Government may withhold final payment to the contractor until such time as all cards have been turned in.

C15.2.4 Contractor Employee Background Investigation. Contractor employees, who are assigned to operate in and out of Ft. Wainwright, Alaska may be subject to a background investigation by the Government. This background investigation shall be at the expense of the Government. At the request of the Contracting Officer, the Contractor shall submit information on each employee to facilitate this investigation. Failure to provide such information or upon receipt of an unsatisfactory background check, the employee shall be denied access to Ft. Wainwright or other Federal Installations. The contractor agrees to replace employees who refuse to provide information, or those who, in the Government's opinion result in an unsatisfactory background check.

C15.3 Weapons.

All weapons in the aircraft survival kit shall be registered with the Ft Wainwright Provost Marshal.

C15.4 Use of Support/staging and Storage Space at Ft. Wainwright, Alaska.

C15.4.1 The Government will assign the Contractor a limited amount of space on or adjacent to the aircraft/fire suppressant material ramp for supporting its aircraft. The space is limited and will be apportioned (by the COR) based upon the number of aircraft furnished by the Contractor, as well as the total space available for this purpose. Only serviceable spare parts and support equipment will be permitted to be stored in this area. The Contractor will be required to keep their designated area clean and orderly. All items must be properly stored and/or disposed. The use of this space is limited to the direct support of the contract aircraft. No other use is permitted.

C15.4.2 The Contractor shall be required to comply with all State, Federal and local Environmental Protection (EPA) laws and regulations as well as those prescribed by the military installation Commander in the handling, storage, transportation, utilization and disposal of hazardous materials and waste such as oil solvents, etc. At the time of space assignment, the Contractor shall designate an individual responsible for hazardous waste management.

C15.4.3 Occupancy of the space shall be limited to a period not to exceed 5 calendar days prior to and after the exclusive use period stated in the schedule or as established in the Notice to Proceed. Storage of a limited number of items outside this time period (i.e., winter period between contract options) shall only be permitted with the written permission of the COR. In the event that the Government does not exercise an option to renew, all items must be removed within 5 calendar days notice, or as otherwise agreed upon. At the end of the contract term, including all options all Contractor equipment, supplies, automobiles, and aircraft must be removed within 5 calendar days after the end of the exclusive use period.

C15.4.4 All usage of the assigned area is subject to the approval of the COR.

C15.4.5 The Government assumes no responsibility/liability for loss of or damage to the Contractor's equipment stored at the site.

C15.5 52.245-1 Government Property.

As prescribed in 45.107(a), insert the following clause:

GOVERNMENT PROPERTY (AUG 2010)

(a) *Definitions.* As used in this clause—

"Acquisition cost" means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

SECTION C – CONTRACT TERMS AND CONDITIONS

“Cannibalize” means to remove parts from Government property for use or for installation on other Government property.

“Contractor-acquired property” means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

“Contractor inventory” means—

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, *e.g.*, as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

“Contractor’s managerial personnel” means the Contractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor’s business;

(2) All or substantially all of the Contractor’s operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

“Demilitarization” means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

“Discrepancies incident to shipment” means any differences (*e.g.*, count or condition) between the items documented to have been shipped and items actually received.

“Equipment” means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

“Government-furnished property” means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is

not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

“Government property” means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

“Material” means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

“Nonseverable” means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

“Precious metals” means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

“Property” means all tangible property, both real and personal.

“Property Administrator” means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

“Property records” means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

“Provide” means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

“Real property” See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

“Sensitive property” means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

SECTION C – CONTRACT TERMS AND CONDITIONS

“Surplus property” means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

(b) Property management.

(1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor’s responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost, stolen, damaged, or destroyed property. This requirement applies to all Government property under the Contractor’s accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) Use of Government property.

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are—

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) Government-furnished property.

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor’s timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor’s timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government’s expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an “as-is” condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor’s expense.

(3)

(i) The Contracting Officer may by written notice, at any time—

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

SECTION C – CONTRACT TERMS AND CONDITIONS

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property.

(1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Fixed-price contracts.

(i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause.

(ii) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(iii) If this contract contains a provision directing the Contractor to purchase property for which the Government will reimburse the Contractor as a direct item of cost under this contract—

(A) Title to property purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such property; and

(B) Title to all other property shall pass to and vest in the Government upon—

(1) Issuance of the property for use in contract performance;

(2) Commencement of processing of the property or its use in contract performance; or

(3) Reimbursement of the cost of the property by the Government, whichever occurs first.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts.

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon—

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as "Government property"), are subject to the provisions of this clause.

(f) Contractor plans and systems.

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) *Acquisition of Property.* The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) *Receipt of Government Property.* The Contractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) *Government-furnished property.* The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) *Contractor-acquired property.* The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

SECTION C – CONTRACT TERMS AND CONDITIONS

(iii) *Records of Government property.* The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service.

(B) *Use of a Receipt and Issue System for Government Material.* When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) *Physical inventory.* The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) *Subcontractor control.*

(A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss, theft, damage or destruction of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) *Reports.* The Contractor shall have a process to create and provide reports of discrepancies; loss, theft, damage or destruction; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

(A) Loss, theft, damage or destruction. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, theft, damage or destruction to the property administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).

(3) Quantity.

(4) Unique-item Identifier (if available).

(5) Accountable Contract number.

(6) A statement indicating current or future need.

(7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.

(8) All known interests in commingled property of which the Government property is a part.

(9) Cause and corrective action taken or to be taken to prevent recurrence.

(10) A statement that the Government will receive any reimbursement covering the loss, theft, damage or destruction in the event the Contractor was or will be reimbursed or compensated.

(11) Copies of all supporting documentation.

(12) Last known location.

(13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.

(vii) *Relief of stewardship responsibility.* Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is—

(A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, theft, damage or destruction of Government property;

SECTION C – CONTRACT TERMS AND CONDITIONS

(B) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(C) Disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) *Utilizing Government property.*

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

(ix) *Maintenance.* The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) *Property closeout.* The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, theft, damage or destruction cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.

(3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(g) *Systems analysis.*

(1) The Government shall have access to the Contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) *Contractor Liability for Government Property.*

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, theft, damage or destruction to the Government property furnished or acquired under this contract, except when any one of the following applies—

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) The loss, theft, damage or destruction is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss, theft, damage or destruction, due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss, theft, damage or destruction of Government property occurred while the Contractor had adequate property management practices or the loss, theft, damage or destruction of Government property did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, theft, damage or destruction. The Contractor shall

SECTION C – CONTRACT TERMS AND CONDITIONS

separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, theft, damage or destruction of Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) *Equitable adjustment.* Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) *Contractor inventory disposal.* Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.

(1) *Scrap to which the Government has obtained title under paragraph (e) of this clause.*

(i) *Contractor with an approved scrap procedure.*

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures).

(C) Inventory disposal schedules shall be submitted for all aircraft regardless of condition, flight safety critical aircraft parts, and scrap that—

- (1) Requires demilitarization;
- (2) Is a classified item;
- (3) Is generated from classified items;

(4) Contains hazardous materials or hazardous wastes;

(5) Contains precious metals that are economically beneficial to recover; or

(6) Is dangerous to the public health, safety, or welfare.

(ii) *Contractor without an approved scrap procedure.* The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.

(2) *Predisposal requirements.*

(i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority—

(A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;

(B) May purchase the property at the acquisition cost; or

(C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(ii) The Contractor shall list, on [Standard Form 1428](#), Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j)(2)(i)(A) of this clause, property that was not purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to a supplier under paragraph (j)(2)(i)(C) of this clause.

(3) *Inventory disposal schedules.*

(i) The Contractor shall use [Standard Form 1428](#), Inventory Disposal Schedule, to identify—

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

SECTION C – CONTRACT TERMS AND CONDITIONS

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for—

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Information technology (*e.g.*, computers, computer components, peripheral equipment, and related equipment);

(E) Precious metals in raw or bulk form;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) The Contractor shall provide the information required by FAR 52.245-1(f)(1)(iii) along with the following:

(A) Any additional information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(4) *Submission requirements.* The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—

(i) 30-days following the Contractor's determination that a Government property item is no longer required for performance of this contract;

(ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(5) *Corrections.* The Plant Clearance Officer may—

(i) Reject a schedule for cause (*e.g.*, contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(6) *Postsubmission adjustments.* The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(7) *Storage.*

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(8) *Disposition instructions.*

(i) If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) *Disposal proceeds.* As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the

SECTION C – CONTRACT TERMS AND CONDITIONS

disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) *Subcontractor inventory disposal schedules.* The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(4) of this clause.

(k) *Abandonment of Government property.*

(1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) *Communication.* All communications under this clause shall be in writing.

(m) *Contracts outside the United States.* If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

C15.6 Contract Retainage.

The Government reserves the right to withhold interim or final payments under this contract pending compliance with the provisions contained in this section.

ADMINISTRATIVE MATTERS

C16 Personnel Conduct

C16.1 Replacement of Contractor Personnel

C16.1.1 Contractor employees required to work or reside on Federal property (National Parks, Refuges, Indian Reservations, etc.) are expected to follow the facility manager's rules of conduct that apply to both Government or non-Government personnel working or residing at these facilities. The COR will make available a copy of such

rules. The Contractor may be required to replace employees who do not comply with these rules of conduct.

C16.1.2 The Contractor must replace any employee who performs unsafely, ineffectively; refuses to cooperate; is unable or unwilling to adapt to field living conditions; or whose general performance is unsatisfactory, disruptive or detrimental to the purpose for which contracted.

C16.1.3 The CO will notify the Contractor of all known unsatisfactory personnel conduct or unsafe performance. The employee may be afforded an opportunity for corrective action when the conditions warrant. When directed by the CO, the Contractor must replace unacceptable personnel not later than 24 hours after such notification, or as otherwise mutually agreed. The decision as to unacceptability will be at the sole discretion of the CO.

C16.2 Suspension of Pilot

C16.2.1 Upon receipt of written correspondence which indicates a serious safety concern, the Government may suspend the pilot.

C16.2.2 Upon involvement in an Aircraft Accident or National Transportation Safety Board (NTSB) Reportable Incident (see 49 CFR Part 830), a pilot **will** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

C16.2.3 Upon involvement in an Incident with Potential as defined under Mishaps, a pilot **may** be suspended from pilot duties and from any other activity authorized under the Interagency Pilot Qualification card(s), pending the investigation outcome.

C16.2.4 When requested, a suspended pilot must surrender all Interagency Pilot Qualification card(s) to the COTR or other authorized agency representative. Pilot suspension will continue until the investigation findings and decision indicate no further suspension is required and the Interagency Pilot Qualification card(s) is returned to the pilot; or revoked by the issuing agency.

C17 Safety and Accident Prevention

C17.1 The Contractor must submit a copy of all reports required by the Federal Aviation Regulations that relate to pilot and maintenance personnel performance, aircraft airworthiness or operations to the Aviation Safety Manager (ASM).

C17.1.1 Examples of these reports are shown in paragraphs 14 CFR Part 135.415 Mechanical Reliability Reports and Part 135.417 Mechanical Interruption Summary Reports required of the Federal Aviation Regulations, 49 CFR Part 830.5 and

SECTION C – CONTRACT TERMS AND CONDITIONS

49 CFR 830.15, and FAA Form 8010-4, Malfunction or Defect Report.

C17.2 Following a mishap, the CO will evaluate whether the Contractor was in compliance with contract provisions or with the Federal Aviation Regulations applicable to the Contractor's operations, company policy, procedures, practices, or programs, or whether there was negligence on the part of the company officers or employees that may have caused or contributed to the mishap. The Contractor must fully cooperate with the CO during this evaluation.

C17.3 The Contractor must provide a submittal of their company Safety Management System (SMS) Plan/safety program within 30 days after notice of award. The Contractor's submittal should consist of implemented practices and not simply a SMS Plan which has been purchased but never implemented. For purposes of this submittal, the SMS Plan/safety program must be organized under the following four components and as identified in the Safety Management System Plan/Safety Program Exhibit. (See Section C)

- Safety Policy
- Safety Risk Management
- Safety Assurance
- Safety Promotion

C17.3.1 The Contractor is required to provide updates to the CO that are made to their SMS Plan/safety program during the life of the contract.

C17.3.2 The Contractor's right to proceed may not be exercised if the Government does not receive the Contractor's submittal as specified above and in the Section C Exhibits.

C18 Mishaps

C18.1 Mishap Definitions

As used throughout this contract, the following terms will have the meanings set forth below.

C18.1.1 The following terms are as defined in 49 CFR Part 830:

Aircraft Accident
Fatal Injury
Incident.
Operator
Serious Injury
Substantial Damage

C18.1.2 Airspace Conflict. A near mid-air collision, intrusion, or violation of airspace rules.

C18.1.3 Aviation Hazard. Any condition, act, or set of circumstances that exposes an individual to unnecessary risk or harm during aviation operations.

C18.1.4 Incident with Potential. An incident that narrowly misses being an accident and in which the circumstances indicate significant potential for substantial damage or serious injury. Classification of an incident as an "Incident with Potential" is determined by the agency ASM.

C18.1.5 Maintenance Deficiency. An equipment defect or failure which affects or could affect the safety of operations, or that causes an interruption to the services being performed.

C18.1.6 SafeCom. An agency Aviation Safety Communique used to report any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation related accident (Form AMD-34 or FS 5700-14).

C18.2 Mishap Reporting

The Contractor must immediately, and by the most expeditious means available, notify the NTSB AND the agency ASM when an "Aircraft Accident" or NTSB reportable "Incident" occurs.

C18.2.1 The ASM must immediately be notified when an "Incident with Potential" occurs.

C18.2.2 The toll free 24-hour Interagency Aircraft Accident Reporting Hot Line number is:

1-888-4MISHAP (1-888-464-7427)

C18.3 Forms Submission

C18.3.1 Following an "Aircraft Accident" or when requested by the NTSB following notification of a reportable "Incident," the Contractor must provide the agency ASM with information necessary to complete a NTSB Form 6120.1/2 "Pilot/Operator Aircraft Accident Report".

C18.3.2 The Contractor must submit a "SafeCom" to the agency ASM within 5 days upon the occurrence of any condition, observance, act, maintenance problem, or circumstance which has potential to cause an aviation-related mishap. Submission via the internet at <http://www.safecom.gov/> is preferred. Blank SafeComs can be obtained from agency ASMs. The submission of an NTSB Form 6120.1/2 does not replace the Contractor's responsibility to submit a "SafeCom".

C18.4 Pilot Suspension

See Suspension of Pilot clause C16.2.

C18.5 Preservation Requirements

SECTION C – CONTRACT TERMS AND CONDITIONS

C18.5.1 The Contractor must not permit removal or alteration of the aircraft, aircraft equipment, or records following an Aircraft Accident, Incident, or Incident with Potential until authorized to do so by the CO or other authorized agency representative. Permitted exceptions to this requirement may be when life or property are threatened, when the aircraft is blocking an airport runway, etc. The Contractor must immediately notify the CO when taking such actions.

C18.5.2 The NTSB's release of the wreckage does not constitute a release by the CO.

C18.6 Mishap Investigations

C18.6.1 The Contractor must maintain an accurate record of all aircraft accidents, incidents, aviation hazards, and injuries to Contractor or Government personnel arising during this contract.

C18.6.2 Following a mishap, the Contractor must ensure that pilots, mechanics or other personnel associated with the aircraft remain in the vicinity of the mishap until released by the CO or their designated representative. The Contractor must cooperate with the agency during any investigation and make available personnel and aircraft records, and any equipment, damaged or undamaged, that the agency deems necessary.

C18.7 Costs Related to Investigation

The NTSB or agency will determine their individual agency's investigation cost responsibility. The Contractor will be fully responsible for any cost associated with the reassembly, approval for return-to-service, and return transportation of any items disassembled by the Government.

C18.8 Rescue and Salvage Responsibilities

The Contractor must be responsible for the cost of search, rescue, and salvage operations made necessary due to causes other than negligent acts of a Government employee.

C19 RESERVED

CONTRACT PERIOD AND RENEWAL

C20 Contract Period

The contract period will be from date of award through April 22, 2013 unless otherwise extended as allowed herein.

When the option to extend is exercised the following contract periods will apply:

April 23, 2012 to—April 22, 2013
April 23, 2013 to—April 22, 2014
April 23, 2014 to—April 22, 2015
April 23, 2015 to—April 22, 2016

C21 Option to Extend the Term of the Contract (48 CFR 52.217-9, Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor at least 30 days prior to expiration of the contract.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) Options exercised prior to the availability of funds for a new fiscal year are subject to FAR 52.232-18 Availability of Funds, which is incorporated by reference.

(d) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

C21.A Option to Extend Services (48 CFR 52.217-8, Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The CO may exercise the option by written notice to the Contractor prior to the expiration of the contract.

C22 Exclusive Use Period

C22.1 The exclusive use period will extend for 120 calendar days. The exclusive use period will start on either of the following:

C22.1.1 The date stipulated in Section A as confirmed by a Notice to Proceed issued by the CO or COR 10 days prior to the start date.

C22.1.2 The date established by a Notice to Proceed issued by the CO or COR and received by the Contractor at least 20 days in advance of the intended start date which establishes a start date that commences not more than 14 days prior to nor 14 days after the start date stipulated in Section A.

C22.1.2.1 The date established by a Notice to Proceed issued by the CO or COR and received by the Contractor less than 20 days in advance of the intended start date must be mutually agreed upon.

C22.1.3 The date determined according to the following paragraph.

SECTION C – CONTRACT TERMS AND CONDITIONS

C22.1.3.1 The exclusive use period start date is based on the assumption that the Contractor will receive notification of contract award or renewal at least 30 days before the exclusive use period begins. If notice of award or renewal is not received at least 30 days in advance of the start date, the exclusive use period will start when service begins or 30 calendar days after notice of award or renewal is received, whichever occurs first.

C22.2 The Government will not consider any contract aircraft to be under its operational control when the Contractor is not available or capable of providing Government scheduled services.

C22.3 The CO must authorize by modification any use outside the exclusive use period and any agreed upon extension.

C23 Mutual Extension of Exclusive Use Period

Upon mutual agreement by both parties, the CO will modify the contract to exercise the option in Section A and extend the exclusive use period on a day-to-day basis, either prior to the established starting date or subsequent to the ending date. The contract terms, conditions, specifications and prices will apply to such extension; however, in accordance with the Federal Travel Regulations (FTRs), the Government will pay subsistence daily for each overnight for each authorized crew member while operating at the designated or an alternate base.

AVAILABILITY REQUIREMENTS

C24 Availability Requirements

During the exclusive use period and any extension, the Contractor must be in compliance with all contract requirements and available and capable of providing service up to 14 hours each day, as scheduled by the Government. Personnel must be available a minimum of nine hours each day, or as scheduled by the Government. Pre- and post-flight activities must be accomplished within the 14- hour duty day. Routine maintenance must be performed before or after the scheduled 14-hour period, or as permitted elsewhere in the contract.

C24.1 Extended standby is intended to provide the Contractor compensation for employee time when ordered services are provided in excess of the first 9 hours of service. Ordered standby must not exceed individual crew members' daily duty limitations. Extended standby is not intended to compensate the Contractor on a one-to-one basis for all hours necessary to service and maintain the aircraft.

C25 Schedule of Operations and Reaction Time

The Government will schedule daily operations with the pilot. The Contractor's personnel must provide service, as directed by the Government, in one of the following categories:

C25.1 **Standby.** Personnel must be on standby each day as scheduled and must be ready for takeoff/dispatch within 15 minutes (or longer as authorized by the Government; e.g. flight planning purposes for long range dispatch) after the Government attempts to contact the Contractor's representative.

C25.2 **Alert.** After standby Contractor personnel may be authorized to leave the immediate vicinity of the work site, but remain in an on call status subject to call back. When authorized to leave, they must maintain communications acceptable to the Government and must be ready for takeoff/dispatch within 60 minutes (or longer, if authorized by the Government) after the Government attempts to contact the Contractor's representative. Failure to return to service as required will result in loss of availability status and extended standby, as applicable.

C25.3 **Release From Duty.** Contractor personnel may be released and considered to be off duty prior to lapse of their individual crew duty limitation period. Once released, they cannot be required to return to duty status that day and service will be recorded as fully available status, provided the COR has approved in advance release of the Contractor's personnel.

C26 Maintenance During Availability Period

C26.1 The COR may approve Contractor requests to remove the aircraft from service to permit the Contractor to perform scheduled or unscheduled maintenance. The Government will continue to measure and pay for service availability throughout periods approved for maintenance. The COR may require the Contractor to resume service within 60 minutes or any other agreed upon time period. Failure to do so would result in unavailability status.

C26.2 If the aircraft is not scheduled for service or service is unavailable, the aircraft may be removed from the operating base for maintenance, provided the Contractor: (1) Obtains the schedule of operations from the COR, (2) returns the aircraft to service before the beginning of the next availability period, AND (3) uses the aircraft for maintenance test flights, or flight to and from maintenance facilities, only.

C27 Unavailability and Damages

C27.1 The Contractor will be considered to be unavailable when they are not in compliance with all contract

SECTION C – CONTRACT TERMS AND CONDITIONS

requirements or are not capable of providing service as scheduled by the Government. Unavailability status will continue until the Contractor has notified the COR that they are available.

C27.2 During periods of Contractor unavailability, the Government may obtain replacement services elsewhere and charge the Contractor for any resulting excess costs. The Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.

MEASUREMENT AND PAYMENT

C28 Daily Availability

C28.1 Availability is measured in full days for the daily period of time (maximum of 14 hours) scheduled by the Government and provided by the Contractor. Payment for availability will be made as actual services are provided and paid at the rate and for the number of days set forth in Section A. Payment will be reduced for each hour, or portion thereof, in accordance with the Unavailability Conversion Chart Exhibit, when services are unavailable or when the aircraft has been released for the Contractor's benefit.

C28.1.1 Contract Pricing - Unit prices for daily availability and flight hours must be in whole dollars (see D4.2). If these unit prices are adjusted during the life of the contract, they will be adjusted to a whole dollar as follows: amounts of 50 cents or less will be rounded down and amounts of 51 cents or more will be rounded up.

C28.2 The Government will measure extended standby in full hours and will round up to the next whole hour, not to exceed each crew member's duty limitations specified in Section B. Payment for extended standby will be made at the prices set forth in Section A, and as measured above. If unavailability occurs, extended standby will be measured and paid only for full hours of service provided.

C29 Flight Time

C29.1 Measurement of Flight Time. Flight will be measured from the time the aircraft commences its take-off roll until it returns to the blocks. Elapsed time will be measured in hours and tenths/hundredths of hours.

C29.2 Payment for Flight Time. The Government will pay for all flights ordered by the CO and flown by the Contractor at the rates set forth in Section A. The Government does not guarantee any minimum or maximum number of flight hours during this contract.

C29.3 Flights Associated with Inspections. Flight time associated with the DOI, NBC, Aviation Management (agency) inspection **unless otherwise specified in this**

contract will be at the expense of the Contractor and will not be measured for payment.

C29.4 Flights for Contractor's Benefit. The Government will not pay for flights benefiting the Contractor, such as flights for maintenance testing, for ferrying to and from maintenance facilities, flights required following an engine change, commercial charters, and flights solely for transporting Contractor's personnel.

C30 Mobilization/Demobilization

Designated Base. This is the site indicated in Section A where the aircraft is to report and from which it will be released.

Contractor's Home Base. This is the site at which the contractor conducts business and appears in Block 17 of the Standard Form 1449.

C30.1 The Contractor is responsible for all mobilization and demobilization costs to and from the designated base(s) stipulated in Section A. The Government may, at its discretion, release the Contractor from other than the base stipulated in Section A. The contract price will be adjusted as described below whenever the distance from the point of release to the Contractor's home base is greater than or less than the distance between the Contractor's home base and the designated base stipulated in Section A.

C30.2 Flight distance will be measured using the most direct route taken from low level en route aeronautical charts. The net distance will be converted into hours of flight using the most economical cruise speed of the aircraft. The adjustment will be determined by multiplying the difference in distance (hours of flight) by the flight rate stipulated in Section A.

C30.3 Fuel servicing vehicle mileage will be measured using the most direct route taken from the Household Goods Carriers' Bureau Mileage Guide developed by Rand McNally and Company.

C30.4 Distances that are greater than home base to the base stipulated in the Section A will result in a payment to the Contractor. Distances that are less than home base to the base stipulated in Section A will result in a decrease to the Contractor.

C31 Additional Pay Items (from Schedule of Items)

Claims for additional pay items addressed herein must be documented on the invoice for payment and supported by invoice(s) and/or document(s), as required below. The Government will not pay claims submitted with incomplete or missing supporting documentation.

C31.1 Subsistence Allowance. A claim for a subsistence allowance (lodging and/or meals) may be made for each

SECTION C – CONTRACT TERMS AND CONDITIONS

authorized crewmember's overnight stay, including mandatory days off, when assigned to a base away from the designated base subject to the following:

C31.1.1 The Government, at its option, may provide meals and/or lodging (which may be remote field or fire camp accommodations). If not Government provided, the Contractor may claim an overnight allowance equal to the Federal Travel Regulation (FTR) standard rate (or high rate, if applicable, for the location of the overnight).

C31.1.1.1 No additional amount(s) shall be paid for lodging taxes, occupancy sales tax, city tax, or such taxes or other costs that may be imposed by lodging facilities at any location. No additional amount shall be paid for lodging amounts that exceed the FTR applicable standard or high rates.

NOTE: Any invoice submission that includes amounts in excess of the FTR specified locality rates will be rejected for payment. The Contractor will be required to resubmit at the FTR allowable rate for the overnight area.

C31.1.1.2 No lodging receipts are required to support the subsistence claim.

C31.1.2 If the Contractor does not use Government provided meals and/or lodging, the Government will not pay for Contractor costs incurred for travel to alternate meal or lodging locations.

C31.1.3 Unless the Government makes three meals available to the Contractor's employees, the applicable FTR total rate for meals and incidental expenses will be paid.

C31.1.4 If partial subsistence, either three meals or lodging, is provided by the Government, the Contractor will be paid at current FTR rates for the portion that is Contractor provided. Lodging will be handled as stated above. Current rates established by the FTR are:

STANDARD

Meals and Incidental Expense: \$92.00

Lodging: \$75.00

Total: \$167.00

HIGH RATE

For current FTR per diem rates see Internet site <http://www.gsa.gov/portal/category/21287>.

C31.1.5 The Government is not contractually obligated to provide miscellaneous food/drinks/refreshments for Contractor employees at fire locations. While some locations may provide food/drink/refreshments to fire crews, including Contractor personnel, this intermittent availability does not create an ongoing Government obligation to furnish at every site/location.

C31.2 Transportation Costs Associated with Operating Away From the Designated Base. When operating from an alternate base, the Contractor is required to provide for transporting relief personnel, unless otherwise directed by the Government. Prior to the exchange, the Contractor must advise the COR of the anticipated costs. The Contractor will be paid actual necessary and reasonable costs for transporting personnel and required equipment listed below.

Relief Crew members. The complement must be the same as required in Section A.

Maintenance personnel and equipment required to accomplish scheduled maintenance, i.e. 50 and 100 hour inspections.

C31.2.1 The Contractor must complete and submit the Transportation Worksheet Exhibit, attach supporting transportation invoices to the Transportation Worksheet, and enter the total dollar amount as a line entry on the invoice for payment (SC pay item code). Claims that do not include these items or other documents necessary to verify incurred costs will be returned to the Contractor for proper completion.

C31.2.2 Unless approved in advance by the CO, payment for crew member exchanges is limited to one round trip for two crew members once every 12 days. Additional payment may be appropriate for circumstances such as personnel reaching flight or duty time limits including agency imposed temporary flight or duty restrictions as specified in Section B.

C31.2.3 Examples of acceptable expenses are airline tickets; car rentals; privately owned vehicle (POV) at the government mileage rate (currently 51 cents) (Internet site <http://www.gsa.gov>) and charter airplane showing aircraft make/model, flight time, hourly rate and departure and destination locations. Unless authorized in advance by the COR, the expense for charter resources must not exceed reasonable costs by common carrier. The Government will not reimburse the Contractor for salary and subsistence costs for Contractor personnel in travel status.

C31.3 Miscellaneous Contractor Costs. Miscellaneous unforeseeable costs that cannot be recovered through the contract payment rates and that are the direct result of ordered services away from the designated base may be paid at actual costs, when authorized in advance by the COR. Examples of such items are airport use costs (tie-downs) and truck permits at ports-of-entry, etc.. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C31.4 Landing Fees. The Government will pay the Contractor for all landing fees the Contractor is required to

SECTION C – CONTRACT TERMS AND CONDITIONS

pay. The Contractor must support any cost exceeding \$75.00 with an itemized, paid invoice.

C32 Government Miscellaneous Charges

The Government will deduct payment for miscellaneous charges for goods or services furnished to the Contractor.

EXHIBITS

C33 The following exhibits are enclosed and made part of this solicitation:

Section B

- Unacceptable Lap Belt and Shoulder Harness Conditions
- First Aid Kit and Survival Kit
- FS/AMD Drawing A-17
- Smokejumper Pilot Trainee Evaluation Record
- Smokejumper Pilot Evaluation Record

Section C

- Statement of Equivalent Rates for Federal Hires
- Department of Labor Wage Determination Information
- Unavailability Conversion Chart
- Transportation Worksheet

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT

UNACCEPTABLE AIRCRAFT LAP BELT AND SHOULDER HARNESS CONDITIONS

Item	Unacceptable Conditions
Webbing	<ol style="list-style-type: none">1. Frayed: 5 percent or more2. Torn3. Crushed4. Swelling: twice the thickness of original web or if difficult to operate through hardware5. Creased: no structural damage allowed6. Sun deterioration: severe fading, brittleness, discoloration, and stiffness
Hardware	<ol style="list-style-type: none">1. Inoperable buckle or other hardware2. Nylon bushing at shoulder-harness-to-lap-belt connection missing or damaged3. Fabricated bushings or tie wraps used as bushings4. Rust/corrosion: only minor surface rust/corrosion allowed5. Wear: wear beyond normal use
Stitches	<ol style="list-style-type: none">1. Broken or missing2. Severe fading or discoloring3. Inconsistent pattern
TSO Tags (see 14 CFR 21.607)	<ol style="list-style-type: none">1. Missing2. Illegible
Age	Belts/fabric over 10 years from date of manufacture will be closely inspected for possible damage from exposure to the elements, but do not have to be replaced if they can be determined to be in serviceable condition.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT

FIRST AID AND SURVIVAL KITS

These are the minimum required items for special use activities in the United States and U.S. possessions. Additional survival kit items are included below for flight activities conducted in Canada and Alaska.

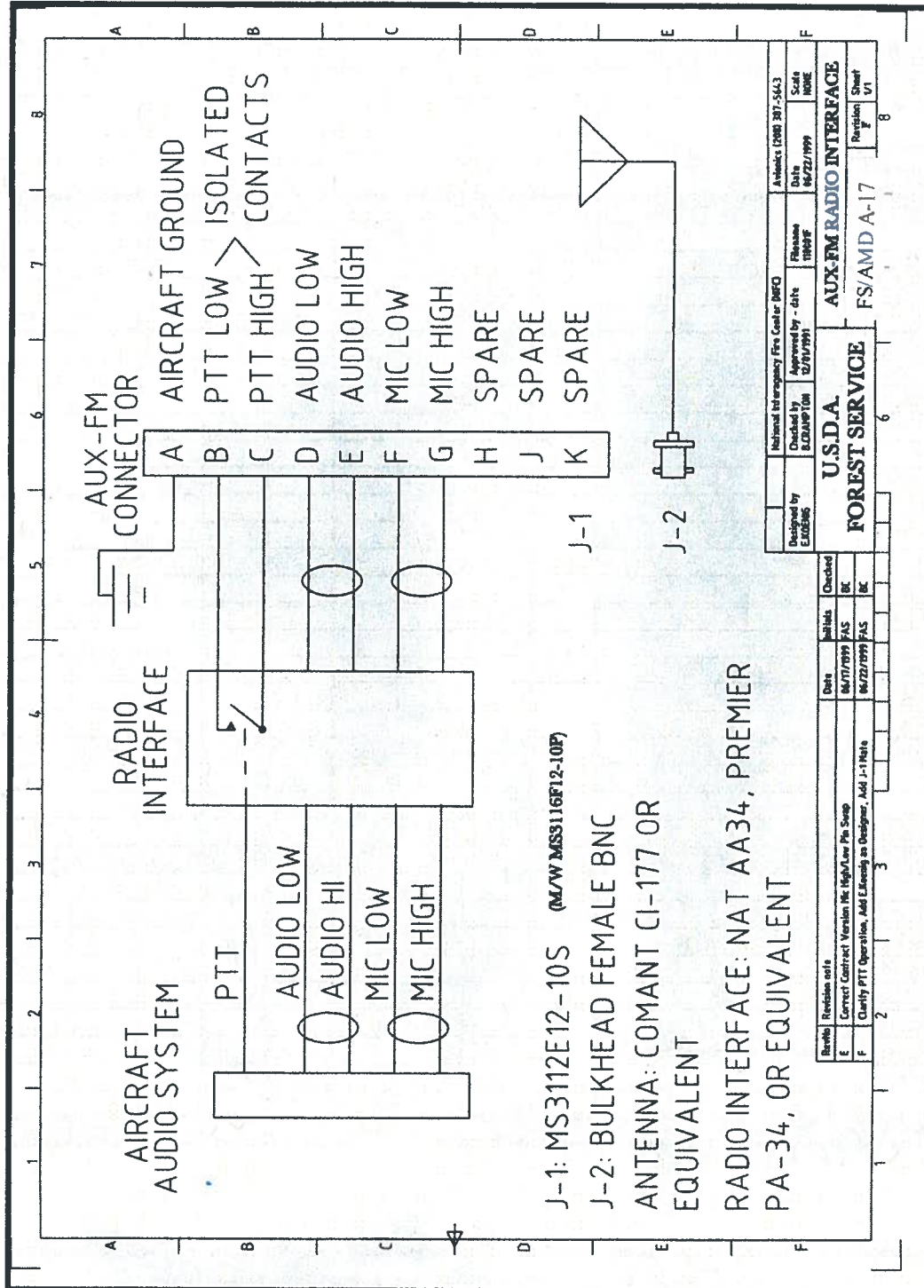
Minimum First Aid Kit Items (includes Alaska)		
Each kit must be in a dust-proof and moisture-proof container. The kit must be readily accessible to the pilot and passengers.		
	Passenger Seats	Passenger Seats
Item 0-9		
10-50		
Adhesive bandage strips, (3 inches long)	8	16
Antiseptic or alcohol wipes (packets)	10	20
Bandage compresses, 4 inches	2	4
Triangular bandage, 40 inches (sling)	2	4
Roller bandage, 4 inches x 5 yards (gauze)	2	4
Adhesive tape, 1 inch x 5 yards (standard roll)	1	2
Bandage scissors	1	1
Body fluids barrier kit:	1	1
2 pair latex gloves		
1 face shield		
1 mouth-to-mouth barrier		
1 protective gown		
2 antiseptic towelettes		
1 biohazard disposable bag		
NOTE: Splints are recommended if space permits.		
Minimum Aircraft Survival Kit Items		
Fire starter (can be two boxes of matches in waterproof containers, "metal match," etc.)		
Magnesium fire starter		
Laser rescue light		
Signal mirror		
Signal flares (6 each) (non-marine signal flares)		
Space blankets (one per occupant)		
Candles		
Whistle		
One knife (includes "multi-tools" with knives)		
Wire saw, axe, hatchet, or machete		
Nylon rope or parachute cord (50 feet, minimum 1/8 inch (3mm) thick)		
Collapsible water container (sealing clear plastic bags(s))		
Water purification tablets		
Water (one quart per occupant required except when operating over areas with adequate drinking water)		
Food (2 days' emergency rations per occupant, with a caloric value of 1,000 calories per day)		
If Automated Flight Following (AFF) is not installed in the aircraft, the Contractor must have at least one of these three items:		
<ul style="list-style-type: none"> • Satellite phone • 406 MHz personal locator beacon (PLB) with GPS or aircraft-mounted 406 MHz ELT • Handheld UHF or VHF radio 		
Alaska Specific		
Mosquito repellant containing minimum 40% DEET		
Mosquito head net for each occupant		
Food - each occupant (sufficient quantity to sustain life for one week)		
An assortment of fishing tackle such as hooks, flies, lines, sinkers, etc.		
October 15 to April 1		
One pair of snowshoes		
Wool blanket or equivalent for each occupant over 4 years of age		
One sleeping bag		

SECTION C - CONTRACT TERMS AND CONDITIONS

EXHIBIT

DRAWING FS/AMD A-17

Auxiliary FM Radio Interface



SECTION C – CONTRACT TERMS AND CONDITIONS

SMOKEJUMPER PILOT TRAINING RECORD (Ref. 5709.16.27.2-Exhibit 01. VI.)												
PILOT:				A/C TYPE:				CONTRACTOR:				
				FLIGHT TRAINING HRS:								
INSTRUCTOR PILOT _____												
INSTRUCTOR SPOTTER _____												
GRADING		AIRCRAFT										
Grading System based on a 1 to 10 scoring system with 10 being a perfect score, 8 satisfactory, 6 improving, 4 and less unsatisfactory performance.		TIME										
		DATE										
SMOKEJUMPER PILOT / COPILOT												
1. Attitude												
2. Knowledge of Aircraft and Systems												
3. Weight and Balance												
4. Awareness to Instruction												
5. Ground Operation - Taxiing, etc.												
6. Procedures - Normal and Single Engine												
7. Aircraft control - Airspeed, Altitude, Bank												
8. Attention to Flying the Aircraft												
9. Pilot - Spotter Cooperation												
10. Streamer Patterns												
11. Jumper Runs (Live)												
12. Patience												
13. Maneuvering												
14. Moderate and Deep Canyon Work												
15. Pattern Selection to DZ												
16. Awareness of Airspeed												
17. Timing of Power and Flap Application												
18. Basic Cargo (Dry Runs)												
20. Live Cargo Runs												
OTHER												
21. High Recon												
22. Low Recon												
23. Approach and Escape Routes												
GENERAL												
25. Judgment												
26. Crew Coordination												
27. Equipment & Procedures Knowledge												
28. Preflight Preparation												
29. Dispatch and Launch												
30. Enroute Procedures												
31. Safety (Clearing, Situational Awareness etc.)												
32. Flight Following												
TRAINEES INITIALS												
RECOMMENDED FOR EVALUATION CHECKRIDE BY:												

SOLICITATION D12PS00017

SECTION C – CONTRACT TERMS AND CONDITIONS

INSTRUCTOR REMARKS and SIGNATURES

SOLICITATION D12PS00017

SECTION C – CONTRACT TERMS AND CONDITIONS

SMOKEJUMPER PILOT TRAINEE EVALUATION RECORD (Ref. 5709.16.27.2-Exhibit 01. VI.)										
PILOT:			A/C TYPE:			CONTRACTOR:				
			FLIGHT TRAINING HRS:							
10 HOURS OF SPECIALIZED TRAINING COMPLETED ON _____ and RECOMMENDED SUITABLE FOR FLIGHT TRAINING BY _____										
CONTRACTING OFFICER _____ BASE MANAGER _____ INSPECTOR PILOT _____										
GRADING		AIRCRAFT								
Grading System based on a 1 to 10 scoring system with 10 being a perfect score, 8 satisfactory, 6 improving, 4 and less unsatisfactory performance.		TIME								
		DATE								
SMOKEJUMPER PILOT / COPILOT										
1. Attitude										
2. Knowledge of Aircraft and Systems										
3. Weight and Balance										
4. Awareness to Instruction										
5. Ground Operation - Taxiing, etc.										
6. Procedures - Normal and Single Engine										
7. Smoothness										
8. Attention to Flying the Aircraft										
9. Pilot - Spotter Cooperation										
10. Streamer Patterns										
11. Jumper Runs (Live)										
12. Patience										
13. Maneuvering										
14. Moderate and Deep Canyon Work										
15. Pattern Selection to DZ										
16. Awareness of Airspeed										
17. Timing of Power and Flap Application										
18. Basic Cargo (Dry Runs)										
19. Live Cargo Runs										
OTHER										
21. High Recon										
22. Low Recon										
23. Approach and Escape Routes										
GENERAL										
25. Judgment										
26. Crew Coordination										
27. Equipment & Procedures Knowledge										
28. Preflight Preparation										
29. Dispatch and Launch										
30. Enroute Procedures										
31. Safety (Clearing, Situational Awareness etc.)										
32. Flight Following										
TRAINEES INITIALS										
RECOMMENDED FOR EVALUATION CHECKRIDE BY:										

SOLICITATION D12PS00017

SECTION C – CONTRACT TERMS AND CONDITIONS

INSTRUCTOR REMARKS and SIGNATURES

SOLICITATION D12PS00017

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT

STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (48 CFR 52.222.42)

**IS FOR INFORMATION ONLY AND IS REQUIRED TO BE INCLUDED IN THE SOLICITATION BY THE
SERVICE CONTRACT ACT**

THIS IS NOT A DEPARTMENT OF LABOR WAGE DETERMINATION

(See following page)

Set forth below are wage rates and fringe benefits that would be paid by the contracting activity for the various classes of service employees expected to be utilized under the contract if 5 U.S.C. 5332 (General Schedule-white collar) and/or 5 U.S.C. 5341 (Wage Board-blue collar) were applicable.

A. EMPLOYEE CLASS

MONETARY WAGE

Aircraft Pilot, GS-11

\$ 30.04

B. Fringe benefits such as, life, accident and health insurance, and sick leave, are not less than 5.1 percent of the basic hourly rate.

C. Paid holidays are:

- | | |
|---------------------------------------|---------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King, Jr.'s Birthday | 7. Columbus Day |
| 3. President's Day | 8. Veterans Day |
| 4. Memorial Day | 9. Thanksgiving Day |
| 5. Independence Day | 10. Christmas Day |

D. The amount of paid vacation time allowed is as follows:

1. Two (2) hours of annual leave each week for an employee with less than three (3) years of service.
2. Three (3) hours of annual leave each week for an employee with three (3) but less than fifteen (15) years of service.
3. Four (4) hours of annual leave each week for an employee with fifteen (15) or more years of service.

E. The percentage of the basic hourly rate that is contributed by the contracting agency for retirement is currently 7 to 17.5 percent.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT

DEPARTMENT OF LABOR WAGE DETERMINATION INFORMATION

This solicitation includes Department of Labor (DOL) wage determinations as identified below. In order that this solicitation may be accessed electronically, the following DOL wage determination information has been extracted from the wage determination(s) listed below and identifies the occupations of service employees that would typically be employed on this type of a solicitation. This information should be considered when submitting an offer. The DOL wage determination information identified herein will be included in the awarded contract with complete copies of the wage determinations being provided to the successful Contractor. *To receive the wage determinations in their entirety, please contact the issuing office at 208-433-5026 or submit a written facsimile request to 208-433-5030.*

DOL WAGE DETERMINATION NO. 1995-0222, REV. 32 DATED 6/13/11

Area: Nationwide
Applicable Occupation: Airplane Pilot Minimum Hourly Wage: \$25.27

DOL WAGE DETERMINATION NO. 1995-0221, REV. 27 DATED 6/13/11

[]Area: Alaska
Applicable Occupation: Truckdriver, Light * Minimum Hourly Wage: \$19.60
Truckdriver, Medium ** Minimum Hourly Wage: \$21.22
Truckdriver, Heavy *** Minimum Hourly Wage: \$22.43

[]Area: Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, south Dakota, Wisconsin
Applicable Occupation: Truckdriver, Light * Minimum Hourly Wage: \$12.91
Truckdriver, Medium ** Minimum Hourly Wage: \$17.26
Truckdriver, Heavy *** Minimum Hourly Wage: \$18.04

[]Area: Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont
Occupation: Truckdriver, Light * Minimum Hourly Wage: \$13.72
Truckdriver, Medium ** Minimum Hourly Wage: \$17.69
Truckdriver, Heavy *** Minimum Hourly Wage: \$18.46

[]Area: Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia
Occupation: Truckdriver, Light * Minimum Hourly Wage: \$8.78
Truckdriver, Medium ** Minimum Hourly Wage: \$15.71
Truckdriver, Heavy *** Minimum Hourly Wage: \$16.34

[]Area: Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming
Occupation: Truckdriver, Light * Minimum Hourly Wage: \$10.23
Truckdriver, Medium ** Minimum Hourly Wage: \$16.25
Truckdriver, Heavy *** Minimum Hourly Wage: \$17.32

As defined in the DOL Service Contract Act Directory of Occupations, truck drivers are classified by type and rated capacity of truck as follows:

- *Straight truck, under 1 ½ tons, usually 4 wheels
- **Straight truck, 1 ½ to 4 tons inclusive, usually 6 wheels
- ***Straight truck, over 4 tons, usually 10 wheels

SECTION C – CONTRACT TERMS AND CONDITIONS

DOL WAGE DETERMINATION NO. 1995-0221, REV. 27 DATED 6/13/11

Area: Alaska (Statewide)
Occupation: Aircraft Mechanic I Minimum Hourly Wage: \$27.03

FRINGE BENEFITS REQUIRED AND APPLICABLE FOR EACH OCCUPATION IDENTIFIED ABOVE

WD 1995-0222 Rev. 32 and WD 1995-0221 Rev. 27

1. Health & Welfare: \$3.59 per hour or \$143.60 per week or \$622.27 per month
2. Holidays: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (Reg. 29 CFR 4.174)

WD 1995-0222 Rev. 32

3. Vacation: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

WD 1995-0221 Rev. 27

3. Vacation: 2 weeks paid vacation after 1 year of service with the Contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

CONFORMANCE PROCESS - If the offeror intends to employ a class of service employee that is not listed above, the offeror should immediately contact the issuing office of this solicitation and request a complete copy of the wage determinations. The offeror can then view the wage determinations in their entirety and if needed can make a request for authorization of an additional classification and wage rate through the conformance process as set forth in the wage determinations.

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT

UNAVAILABILITY CONVERSION CHART

HOURS UNAVAILABLE	UNITS OF AVAILABILITY RECORDED AS:	UNITS OF UNAVAILABILITY RECORDED AS:
0	1.00	0.00
1	.93	.07
2	.86	.14
3	.79	.21
4	.71	.29
5	.64	.36
6	.57	.43
7	.50	.50
8	.43	.57
9	.36	.64
10	.29	.71
11	.21	.79
12	.14	.86
13	.07	.93
14	0.00	1.00

SECTION C – CONTRACT TERMS AND CONDITIONS

EXHIBIT

TRANSPORTATION WORKSHEET

<p>When assigned to an alternate base, the Contractor will be paid for actual <u>necessary and reasonable</u> costs associated with transporting authorized personnel. The Contractor is responsible for advising the on-site Government representative(s) of the anticipated cost associated with transporting relief (and/or maintenance) personnel to the alternate base prior to the relief exchange. <u>Claims must be supported by itemized invoices.</u></p> <p>See contract clause “Transportation Costs Associated with Operating Away From the Designated Base” for detailed information</p>				
DATE		ALTERNATE BASE LOCATION		
Relief Exchange – Involved Crew Member(s)				
<input type="checkbox"/> Pilot Name		<input type="checkbox"/> Fuel Servicing Vehicle Driver Name		<input type="checkbox"/> Mechanic (If required by contract) Name
Scheduled Maintenance				
<input type="checkbox"/> Mechanic Name		<input type="checkbox"/> Other Name		
Maintenance Accomplished		Reason for providing additional personnel		
ITEMIZATION OF COSTS – Invoices and/or receipts are attached (copies are acceptable)				
Airline Transportation		Name		\$
Airline Transportation		Name		\$
Charter Aircraft		Invoice to include aircraft make/model, flight time, hourly rate, passengers, and departure/destination location, date and time		\$
Rental Car				\$
Rental Car Fuel				\$
POV	Total Mileage	From	To	\$
Other (explain)				\$
				\$
				\$
				\$
				\$
Total ACTUAL Cost				\$
Yes, the COR was notified of the anticipated cost for this alternate base transportation expense prior to mobilization of the relief personnel				Date
Contractor Representative Signature				

SECTION D--INSTRUCTIONS TO OFFERORS

SECTION D – INSTRUCTIONS TO OFFERORS

INTRODUCTION

D1. General Information

D1.1 The services of this Request for Proposals (RFP) are being acquired under the authority of Federal Acquisition Regulations (FAR), Part 12, Acquisition of Commercial Items and FAR Part 15 Negotiation Procurements.

D1.2 If you wish to compete for the contract described in Sections A through C of this RFP, you must submit a proposal that includes a signed and dated offer and other requested information by the time and date shown on the SF1449.

D2 North American Industry Classification System (NAICS) Code and Small Business Size Standard

The NAICS code and small business size standard for this acquisition is 481211 and 1,500 employees respectively.

INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (52.212-1 Feb 2012) [Tailored SEPT 2005]

D3 Offers

D3.1 To be considered as a prospective Contractor for the requirement identified in this solicitation, an offeror must submit a proposal consisting of a valid offer and the Offeror Capability Information identified below. Send proposals to:

By mail, hand carried or express delivery service:

**Department of the Interior - Office of Aviation Services
Office of Acquisition Services - Anchorage
4405 Lear Court
Anchorage, AK 99502**

D3.1.1 Mailroom Notification. All proposal documents shall be packaged in sealed envelopes or boxes. All proposal packaging should be marked as follows:

Mailroom: DO NOT OPEN

Attn: Michele Waters, Contracting Officer

Deliver to Acquisition Services (RFP D12PS00017)

D3.2 By facsimile: 907-271-6446

Facsimile offers may be submitted only if offer consists of 30 or fewer pages. Each page received after the first 30 pages (to include any transmittal page(s)) may not be considered in the evaluation of the offer. A facsimile offer, in its entirety, must arrive prior to the date and time shown on the SF 1449 set for the offer due date. The arrival time will be established by the time shown on the Government's activity report for the facsimile machine number above. The

Government reserves the right to make award solely on the facsimile proposal.

D3.3 Submission Requirements:

Submit ALL information identified under D4, Offer Contents as applicable.

D4 Offer Contents

D4.1 SF 1449, Solicitation/Contract/Order for Commercial Items, completed and signed.

D4.2 Solicitation Section A, pricing page(s) completed where indicated with unit rates offered in U.S. whole dollars for daily availability, flight time, additional pilot, mechanic helper, and fuel servicing vehicle driver. Offerors may offer varying prices for option years. Compute the extended yearly amounts for availability by multiplying the unit prices offered times the quantities shown. Enter an extended amount for each year as well as an amount for the total for all years. The Government will round pricing submitted with cents up to the next whole dollar. Estimates are for evaluation purposes only.

D4.3 This solicitation has two pricing requirements. Offers may be submitted for one, or all of the requirements. Line items and specific specification item references to solicitation requirements will be removed and not included in a subsequent conformed contract for which no award is made.

D4.3.1 Offer Discount. Offerors may submit an offer discount, to be applied, if awarded more than one item. The discount must be expressed as a percentage to be taken as a reduction of each year's daily availability rate for each item offered. The reduced availability rates will be used in evaluating offers for award as well as for payment of availability, if awarded more than one contract resulting from this solicitation.

D4.3.1.1 Offerors should clearly annotate the discount (if any) to be applied if awarded more than one item by completing the Offer Discount area included in Section E Exhibit entitled "Offerors Miscellaneous Information." (This is not a prompt payment discount, which is annotated on the SF1449.)

D4.3.2 Item Acceptance. Offerors may submit an offer on all or more than one item and limit their acceptance to less than the number of items being offered by completing the Item Acceptance area included under Section E Exhibit entitled "Offerors Miscellaneous Information." Selection of the item(s) to be awarded will be determined by the Government using the tradeoff analysis identified in paragraph D12.

D4.3.3 A completed copy of the Offeror's Representations and Certifications included in Section E. As provided in

SECTION D--INSTRUCTIONS TO OFFERORS

52.212-3, an offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

D4.4 A completed copy of Offeror's Miscellaneous Information included in Section E.

D4.5 Acknowledgment of Solicitation Amendments (if any).

D4.6 A completed copy of the Aircraft Questionnaire included in Section E. The aircraft make, model, and payload we confirm will be made a part of your offer and will be binding if your offer is accepted for award. The confirmed information will be identified in Section A of the conformed contract.

D4.7 Offeror Capability Information. Offeror must include:

D4.8 A completed copy of the Reference Questionnaire included in Section E to include requested documents.

D4.9 A completed copy of the Pilot Questionnaire included in Section E. Pilots. Personnel (pilots) offered will be made part of your offer and will be binding if your offer is accepted for award. The confirmed information will be identified in Section B of the conformed contract.

D5 Period for Acceptance of Offers.

The offeror agrees to hold the prices in its offer firm for 45 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

D5.A Late Submissions, Modifications, Revisions, and Withdrawals of Offers

Late Submissions, Modifications, Revisions and Withdrawals of Offers are subject to the terms of Federal Acquisition Regulation (FAR) clause 52.212-1(f), which is incorporated by reference, except that offers may be withdrawn in writing at any time before award is made.

D6 Data Universal Numbering System (DUNS) Number

Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The

DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

D7 Special Notice to Offerors

D7.1 Central Contractor Registration

Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. Failure to register in the CCR database prior to award may affect your ability to be awarded a contract and the Contracting Officer may proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

D7.2 1452.215-71 Use and Disclosure of Proposal Information—Department of the Interior.

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the

SECTION D--INSTRUCTIONS TO OFFERORS

Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

"The information specifically identified on pages _____ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

"This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

EVALUATION OF PROPOSALS

D8 Evaluation—Commercial Items (52.212-2 JAN 1999)

The Government intends to evaluate offers and award a single contract without discussions from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received. The following factors and significant subfactors shall be used to evaluate offers:

FACTOR: Offer Acceptability SUBFACTOR: Assent to Solicitation; Minimum Aircraft Requirements

FACTOR: Evaluated Price

FACTOR: Offeror Capability SUBFACTOR:

Organizational Experience; Organizational Past Performance

FACTOR: Aircraft Capability

FACTOR: Pilot Qualifications

Relative Importance of Evaluation Factors

Offeror Acceptability is more important than Offer Capability, and Evaluated Price. Offer Capability is significantly more important than Aircraft Capability, and Pilot Qualifications when combined with Aircraft Capability are more important than price.

SECTION D--INSTRUCTIONS TO OFFERORS

(End of provision)

D9 Tradeoff Analysis and Contractor Selection

The Government will select the Contractor by comparing the acceptable offers on the basis of proposed **aircraft capability, offeror capability, pilot qualifications and evaluated prices**. If one offer is best on all the factors, then that offer will be selected as being the best value to the Government. If no offer is best on all the factors, then the Government will consider the differences among offers and make tradeoffs in order to determine which offer is the best value. The Government will award the contract to the offer that has the best combination of **aircraft capability, offeror capability, pilot qualifications and evaluated price**.

D10 Offer Acceptability

The Government must deem offers to be acceptable to consider them further and will base determinations of offer acceptability on the following two subfactors:

D10.1 Assent to Solicitation Terms. Your offer must assent to all terms of this request for proposals and you must provide all information requested. Your offer will be unacceptable if you take exception to any term of this solicitation.

D10.2 Minimum Aircraft Requirements. Your offer must propose an aircraft that meets or exceeds the Minimum Aircraft Requirements specification in Section A of this solicitation. Your offer will be unacceptable if you propose an aircraft that fails to meet any of the Minimum Aircraft Requirements specified in Section A of this solicitation.

D10.3 Unacceptable offers will be eliminated without considering aircraft capability, offeror capability or price.

D11 Evaluated Price

D11.1 The Government will apply the unit prices (to include any discounts offered for award) in acceptable offers, including option year unit prices, to the quantities identified in Section A. The totals for availability, flight time, additional pilot, helper, and fuel servicing vehicle driver for all years will be added together to arrive at the estimated evaluated price for each offeror. Once the estimated evaluated prices of all acceptable offers have been determined for each item, the Government will compare the evaluated prices, by item, and eliminate any offer with an unreasonably high-evaluated price, without considering aircraft payload or offeror capability. The Government will then perform a tradeoff analysis, as described above in D9 with the remaining offers.

D11.2 The Government reserves the right to reject offers that have materially unbalanced availability and flight rates in comparison to other offers received. An offer is

materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and there is a reasonable doubt that the offer will result in the lowest overall value to the Government even though it may be the low evaluated offer, or if it is so unbalanced as to be tantamount to allowing an advance payment.

D12 Offeror Capability

The Government will evaluate your offeror capability based on the following two subfactors:

D12.1 Organizational Experience. The Government will base its evaluations of your experience on the extent to which you have performed services of the kind described in paragraph B1.1 of the Technical Specifications of this RFP and under similar contract terms. The more recent your experience, and the broader and deeper, the better the evaluation you will receive. Only your firm's experience as an organization will be considered. We will not consider experience more than three (3) years old.

D12.2 Organizational Past Performance. The Government will evaluate your past performance in rendering services of the kind described in paragraph B1.1 of the Technical Specifications of this RFP. "Past Performance" refers to the quality of your work in the past. Your past performance will be evaluated on the basis of information obtained from references and other sources, including any information on your company contained in the Government-wide Past Performance Information Retrieval System (PPIRS), a Government-wide past performance database located on-line at PPIRS.GOV. The Government will give greater weight to its own experiences with you, if any, than it will give to reports obtained from others; and it will not consider past performance more than three years old.

D13 Aircraft Capability

D13.1 The Government will evaluate the capability of each proposed aircraft by considering the number of insured passenger seats, published flight manual airspeeds, and the payload amounts that the Government will compute by using the Section A minimum/ target requirements along with the information included with each offer. The greater an aircraft's capability, the better the evaluation it will receive for this item. The higher the payload for your proposed aircraft, the better the evaluation you will receive for this factor. However, an aircraft payload that is unsupported by the offeror's aircraft current weight and balance report, equipment list, and/or charts will be evaluated as high risk to be capable of the payload offered and evaluation of the payload will be impacted.

D13.2 The aircraft make, model and payload that the Government confirms with the offeror will be made a part of the offer and will be binding if an offer is accepted for award.

SECTION D--INSTRUCTIONS TO OFFERORS

D14 Pilot Qualifications

We will evaluate your proposed pilots based on the extent to which they have performed services similar to those contained in this solicitation and in make and model of aircraft offered. Pilots possessing qualifications less than the minimum required in paragraph B10 will not be considered. Pilots exceeding the requirements and those with more recent experience will receive a better evaluation. If your offer is accepted for award, the pilots offered on the questionnaire will be added as key personnel under the resultant contract at C3. If other than the proposed pilots are to be used, the replacement pilots shall meet or exceed the skill, experience, and knowledge possessed by the originally proposed pilot. (See also Section C for replacement approval.)

D15 Notice of Award

The Government intends to award one contract as a result of this requirement, however the government can award to the best value per item. The Government will provide the successful Contractor(s) with a written notice of award, either by mail or other means, upon selection. This notice will result in a binding contract without further action by either party.

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (FEB 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) *Definitions.* As used in this provision—

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor” means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of Manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability

and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 of which is owned by one or more veterans (as defined by 38 U.S.C. 101(2)) or, in the case of publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

“Women-owned small business concern” means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it is ☐, is not ☐ a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represents itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is ☐, is not ☐ a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represents itself as a small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is ☐, is not ☐ a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it is ☐, is not ☐ a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is ☐, is not ☐ a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program.

[Complete only if the offeror represented itself as a women owned small business concern in paragraph (c)(5) of this provision.]

The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

NOTE: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern. (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is ☐ a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* (Not applicable to this solicitation.)

(10) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* (Not applicable to this solicitation.)

(11) *Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]* (Not applicable to this solicitation.)

(12) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that--

(i) it is ☐, is not ☐ a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified in accordance with 13 CFR part 126; and

(ii) it is ☐, is not ☐ a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each HUBZone small

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

business concerns participating in the HUBZone joint venture:
_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation

(d) *Representations required to implement provisions of Executive Order 11246--*

(1) *Previous Contracts and Compliance.* The offeror represents that--

(i) It **has** ☐, **has not** ☐, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation, and

(ii) It **has** ☐, **has not** ☐, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

(i) It **has developed and has on file** ☐, **has not developed and does not have on file** ☐, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It **has not** ☐ previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Not applicable to this solicitation.)

(g) *Buy American Act - Free Trade Agreements - Israeli Trade Act Certificate.* (Not applicable to this solicitation.)

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) **Are** ☐, **are not** ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) **Have** ☐, **have not** ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) **Are** ☐, **are not** ☐ presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

(4) **Have** ☐, **have not** ☐ presently, within a three-year period preceding this offer, been notified of any delinquent Federal taxes

in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* (Not applicable to this solicitation)

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror **does** ☐, **does not** ☐ certify that --

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror **does** ☐, **does not** ☐ certify that –

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customer.

(3) If paragraph (k)(1) or (k)(2) of this clause applies–

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal Government.

(4) *Type of Organization*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign Government;

☐ International organization per 26 CFR

1.6049-4;

☐ Other _____

(5) *Common Parent*.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____

TIN _____

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations*. (1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) *Representation*. By submission of its offer, the offeror represents that—

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) *Sanctioned activities relating to Iran*. (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certification*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g), or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(iii) .

52.209-7 Information Regarding Responsibility Matters. (JAN 2011)

(a) *Definitions*. As used in this provision—

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this

provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

OFFEROR NAME _____

SECTION E EXHIBITS

Offerors Miscellaneous Information

Aircraft Questionnaire

Pilot Questionnaire

Interagency Airplane Pilot Qualifications Record

Reference Questionnaire

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

OFFEROR’S MISCELLANEOUS INFORMATION

Offeror’s Company Name		
Offeror’s DUNS Number		
Offeror’s Complete E-mail Address		
Offeror’s Office Telephone Number		
Offeror’s Facsimile (FAX) Number		
Offeror Contact Representative(s)	1. Name	Telephone
	2. Name	Telephone

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

AIRCRAFT QUESTIONNAIRE

You may recreate this form but it must include all the information listed

This Questionnaire completely and accurately completed will be used to determine your aircraft payload capability.

REPRODUCE AND SUBMIT FOR EACH AIRCRAFT OFFERED - COMPLETE SHADED BLOCKS

Minimum Aircraft Requirements:

Seating: -Five insured passenger seats not including pilot, but including copilot seat in an aircraft, normally single-pilot operated

Powerplant: -Turbine engine

Performance: - Must have a Standard Airworthiness Certificate. An aircraft make and model for which engineering and logistical support, for continued airworthiness, is provided from the current type certificate holder or supplemental type certificate holder. IFR/VFR, Day/Night and approved for known ice. Payload of 1,000 pounds with 200-pound pilot, 25-pound survival kit, and 375-nautical-mile range. Endurance 4 hours plus 45-minute reserve. Cruise airspeed 160 KTAS at 5,000 feet pressure altitude and 10 °C. Operate from a 3,000-foot gravel runway, at gross takeoff/landing weight 2,000 feet pressure altitude and 36 °C.

Target Aircraft Requirements:

Airspeed - Cruise airspeed 200 KTAS at 5,000 feet pressure altitude and 10 °C

Aircraft Make and Model	FAA Registration #	Serial #	# of Insured Passenger Seats (excludes pilot seat)

Aircraft Equipped Weight (Your aircraft weight & balance report & equipment list will be used to substantiate this weight – see note 1. below)

Currently Installed Aircraft Equipment to be Removed to Achieve Offered Payload Below (If none, indicate NONE)		Equipment to be Added to Meet the Aircraft Specifications Requirements (If none, indicate NONE)	
EQUIPMENT ITEM	WEIGHT	EQUIPMENT ITEM	WEIGHT

ENTER YOUR PROPOSED AIRCRAFT PAYLOAD (The aircraft make, model and payload that we confirm with you will be made a part of your offer and will be binding if your offer is accepted for award)

NOTE

1. By signing below, I acknowledge that I have included the aircraft's

- (1) Latest aircraft weight and balance report,
- (2) Aircraft equipment list,
- (3) Aircraft appropriate hover ceiling charts used to arrive at the above payload.

Failure to include the above information, will effect the evaluation you receive for your aircraft.

2. Identify water/retardant bucket sizes appropriate for this contract. (See B6, Equipment Requirements)

(appropriate capacities will be identified in the conformed contract)

WATER/RETARDANT BUCKET CAPACITY REQUIRED	1ST	NA	2ND	NA

3. By signing below, I certify to the best of my knowledge that the above information is accurate.

Name and Signature of Representative Completing this Form	Date
OFFEROR'S NAME	

PILOT QUESTIONNAIRE -- Complete for each pilot and relief pilot proposed for use. Pilot skills and specific (or project) experience can be a significant element to successful performance. That experience should be highlighted through the identification

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS

of a specific pilot (by name) or by the minimum skill levels (project types, make and model, geographic area experience, or tasks such as long line) that are offered for any pilot the contractor proposes to assign to this contract. Reproduce this sheet as necessary.

COMPLETE THIS SHEET FOR EACH PROPOSED PILOT					
Pilot Name:		Airman Certificate #:			
Indicate if Individual is to be Primary or Relief Pilot:		<input type="checkbox"/> PRIMARY		<input type="checkbox"/> RELIEF	
Meets Minimum PIC Time Requirements at B3.1				Yes[] No[]	
Previous or Current Possession of an Interagency Card:				Yes[] No[]	
If YES to above, Identify Issuing Government Office:					
Enter Expiration Date of Card:					
XXX				List Hours	
Total Airplane Time					
Total Time in Make and Model Offered					
Briefly explain locations and type flying accomplished which demonstrates pilot's actual experience appropriate to the type work referenced in the solicitation.					
Describe pilot's airplane related experience (within last 3 years) in the format shown below.					
<u>Experience/Description</u>		<u>Aircraft Type</u>		<u>Location</u>	<u>Dates</u>
					<u>Hours Logged</u>
Customer References (Other than Bureau of Land Management)					
<u>Customer's Name and Company</u>			<u>Phone Number</u>		
Description of all violations, license suspensions or revocations, and accident history for the pilot for the past three years.					

NOTE: This form will be used to confirm that the pilots meet the minimum requirements of the solicitation.

SECTION E – OFFEROR’S REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS



Department of the Interior
Aviation Management



Contract No. _____

INTERAGENCY AIRPLANE PILOT QUALIFICATIONS AND APPROVAL RECORD

Rental Agreement No. _____

Name: Last	First	MI	Home Telephone
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Home Address	City, State & Zip Code
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Employed By	Address	Telephone	Employed Since
-------------	---------	-----------	----------------

Previous Employer	Address	Telephone	Period Employed
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Medical Certificate: Class _____ Date _____	Airman Certificate No. ATP _____ Coml _____ Instrument _____ SEL _____ MEL _____ SES _____ MES _____ CFI _____ Type Ratings _____	Aircraft To Be Flown on This Contract	Total PIC Hours in Make/Model
--	--	--	----------------------------------

Total Pilot Time	
Pilot-In-Command (PIC) Airplane	
PIC Single-Engine Airplane	
PIC Multiengine Airplane	
PIC Seaplane	
PIC Cross-Country	
PIC Night	
Instrument Simulator or "Hood"	
PIC "Actual Weather"	
PIC Turbo Prop Airplanes	
PIC Jet Airplanes	
PIC Turbine-Powered Airplane	
PIC Airplane: Last 12 Months	
PIC Airplane: Last 60 Days	
PIC Fire Surveillance Opns.	
PIC "Low-Level" Opns. (<500' AGL)	
PIC "Animal/Fowl Surveillance" Opns.	
PIC Airplane over 12,500# Gr. Wt.	
PIC "Typical Terrain" (Over Mtns., etc.)	
PIC Airtanker/Dispensing Opns.	
Takeoff/Landings Last 90 Days	
Night Takeoff/Landings Last 90 Days	

Other Aircraft for Which Pilot Is Current for Part 135 Operations:

Make/Model	
Total PIC	

PART 135 FLIGHT CHECK (Attach Info Copy(s)) (135 Flight Checks Must Cover Type of Operations Required by Contract)

Date	Make/Model Aircraft	Total PIC (in Make/Model)	Type Flight Check
			VFR <input type="checkbox"/> IFR <input type="checkbox"/> IFR W/AP <input type="checkbox"/>
			VFR <input type="checkbox"/> IFR <input type="checkbox"/> IFR W/AP <input type="checkbox"/>
			VFR <input type="checkbox"/> IFR <input type="checkbox"/> IFR W/AP <input type="checkbox"/>

Date of Previous Agency Card Approval	Aircraft Accidents/FAA Violations Last 5 Years
AMD: _____ USFS _____	<input type="checkbox"/> No <input type="checkbox"/> Yes (Attach Date and Explanation)
Date of Last Agency Flight Check	Previous AMD or USFS Card Denied, Suspended, or Revoked?
AMD: _____ USFS _____	<input type="checkbox"/> No <input type="checkbox"/> Yes (Attach Explanation)

Airtanker Operations Only
Date Last PIC IFR Check in Type _____ Date Last FAR 61.55 Copilot Check _____

I certify that the information listed on this form is true and correct. In addition, I certify that I have read the statements on the back of this form covering information pursuant to Public Law 93-579 (Privacy Act of 1974).

Date	Signature of Pilot
------	--------------------

Special Use Operations

Duty Approved For: (Inspector shall initial.)

Low-Level (Less Than 500 Ft Above the Surface) (6D)
Animal/Fowl, Surveillance/Control
Mtn. Flying-Unimproved Strips (9A)
Snow (Ski) Operations (4)
Recon (USFS)

For Inspector's Use Only

Airtanker Pilot (AT)	Fire Surveillance
Airtanker Pilot, "Initial Attack" (1A)	Smokejumper (2E)
Airtanker Copilot (CP)	Paracargo (9E)
Agriculture Application	Aerial Ignition (8)
Other _____	Other _____

Authorized Operations

SEL _____	SES _____	MEL _____	MES _____	IFR, W/CP _____	IFR, Single Pilot _____
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Make/Model (Type) Aircraft	Inspector's Signature	Agency	Date	Expiration Date
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Remarks

REFERENCE QUESTIONNAIRE

If you fail to include all requested information or we are unable to contact your references based on the information you provide, you may not receive consideration for the work done. Include recent (not more than 3 years old) experience of the kind described in paragraph B1.1 of the specifications.

SOLICITATION NO. D12PS00017

